

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Public Comments

- A. Public comments are limited to 3 minutes per person

IV. Regular Business

- A. Consent Agenda
 - i. Approval of Minutes from the April 10th, 2025 City Council Meeting
 - ii. Approval of Minutes from the April 24th, 2025 City Council Workshop Session
 - iii. Approval of Monthly Bills
- B. Reading a Proclamation Designating May 18-24, 2025 as Monett Public Works Week - Dave Dunn, City of Monett's Public Works Superintendent, will be accepting the Proclamation on behalf of Monett's Public Work's Department
- C. Second Reading and Consideration of Approval of Ordinance No. 9061: An Ordinance Approving the Monett TIF #3 Tax Increment Financing Plan, Establishing a Redevelopment Area, Designating the Redevelopment Area as a Blighted Area and Designating a Developer
- D. Second Reading and Consideration of Approval of Ordinance No. 9062: An Ordinance Approving a Redevelopment Project for the Monett TIF #3 Tax Increment Financing Plan and Activating the Collection of Tax Increment Financing Revenues Therein
- E. Reading and Consideration of Approval of Resolution No. 9068: A Resolution Authorizing the City Council of Monett Missouri to Award an Engagement Letter for the Services of City Attorney
- F. Reading and Consideration of Approval of Resolution No. 9069: A Resolution Authorizing the City of Monett Missouri to Enter into an Agreement for the Services of Special Counsel for Economic Development
- G. Reading and Consideration of Approval of Resolution No. 9070: A Resolution Authorizing the City Council of Monett Missouri to Establish the Economic Development Committee
- H. Reading and Consideration of Approval of Resolution No. 9071: A Resolution Delegating Authority to Enter a Subagreement Between the Southwest Missouri Joint Municipal Water Utility Commission and City of Monett Regarding Reallocated Water Storage Space in Stockton Lake
- I. First and Second Reading and Consideration of Approval of Ordinance No. 9072: An Ordinance Approving a State Block Grant Agreement between the City of Monett, Missouri and the Missouri Highways and Transportation Commission relating to Design of a New Hangar at the Monett Regional Airport

V. Informational Items

- A. Monthly Financial Report

- B. Monthly Departmental Reports
- C. Next City Council Workshop Meeting: May 22nd, 2025 at 9:30 A.M. at City Hall
- D. Next Regular City Council: June 12th, 2025 at 9:30 A.M. at the Monett School District Boardroom

VI. Convene into a closed session to discuss matters related to personnel or a negotiated contract, pursuant to Section 610.021 RSMo., Subsections (3), (12), and (13).

VII. Adjournment

**MINUTES OF THE MEETING OF THE MONETT CITY COUNCIL
MEETING
April 10th, 2025
Monett School District Boardroom**

I. Call to Order

II. Pledge of Allegiance

III. Approval of the Agenda

IV. Public Hearing to Consider Proposed TIF #3 Tax Increment Financing Plan, Redevelopment Area, and Redevelopment Project

Sarah Granath from Gilmore and Bell presented updates to the TIF #3 plan to the City Council, focusing on a few key changes made since the last TIF meeting. She explained that the land area was adjusted to ensure no properties outside the city limits were included. The original plan covered just under 89 acres, but the revised map and legal description now reflect just under 74 acres, aligning the TIF boundary with the city's northeastern edge. These changes were made to Exhibit 1, which now includes an updated map in accordance with TIF Statute 99.825.1—allowing such modifications after the TIF Commission meeting but before the ordinance is adopted. Additionally, Exhibit 2, which outlines the legal description, was updated to match the revised map. The proposed project involves an extension or improvement of Lowe's Lane to support future development.

Murray raised questions about the financial aspects of the TIF #3 project. He asked how the TIF would generate the revenue needed for repayment. It was explained that a cost-sharing agreement with the state, totaling \$536,878.00 would split expenses evenly between the city and the state.

V. Public Comments

A. Public comments are limited to 3 minutes per person.

Murray Bishop from the Monett Times spoke during public comments about the national movement to remove fluoride from public water systems. He noted that two dentists were present at the meeting and encouraged the Council to consider medical expertise and national trends when discussing the issue.

VI. Regular Business

A. Consent Agenda

Commissioner Gaspar made a motion to approve the consent agenda, seconded by commissioner Indovina. All in favor

- i. Approval of Minutes from the March 13th, 2025 Public Hearing
- ii. Approval of Minutes from the March 13th, 2025 City Council Meeting
- iii. Approval of Minutes from the March 28th, 2025 City Council Workshop
- iv. Approval of Monthly Bills

B. Second Reading and Consideration of Approval of Ordinance 9056: An Ordinance Increasing the Rates for Water and Sewer Services for the City of Monett, Missouri

Brief discussion led by Skip Schaller, the City of Monett's Utility Superintendent. There were no public comments.

Commissioner Gaspar made a motion to approve Ordinance 9056, seconded by commissioner Indovina.

City Clerk McMillan took roll call:

- Mayor Randy Burke – Aye
- Commissioner Darren Indovina – Aye
- Commissioner Ken Gaspar – Aye

C. First Reading and Consideration of Approval of Ordinance No. 9061: An Ordinance Approving a Redevelopment Project for the Monett TIF #3 Tax Increment Financing Plan and Activating the Collection of Tax Increment Financing Revenues Therein

First reading only, no action taken.

D. First Reading and Consideration of Approval of Ordinance No. 9062: A Ordinance Approving the Monett TIF #3 Tax Increment Financing Plan, Establishing a Redevelopment Area, Designating the Redevelopment Area as a Blighted Area and Designating a Developer

First reading only; No action taken

Sarah Granath stated that Item D on the agenda needed to be moved up and considered as Item C to ensure correct order of the TIF-related actions.

E. Reading and Consideration of Approval of Resolution No. 9063: A Resolution Approving a Contract to Relocate the Sanitary Sewer and Waterline for the Construction of the Chapel Drive Overpass Project

Commissioner Gaspar made a motion to approve the contract with TJS Excavating in the amount of \$192,309.98, seconded by commissioner Indovina.

City Clerk McMillan took roll call:

Mayor Randy Burke – Aye

Commissioner Darren Indovina – Aye

Commissioner Ken Gaspar – Aye

F. Reading and Consideration of Resolution No. 9064: A Resolution Authorizing the City Council of Monett, Missouri to Amend the City Budget to Implement the Market Comparison Wage Study Conducted by Ollis/Akers/Arney

Commissioner Gaspar made a motion to approve the Resolution 9064, seconded by commissioner Indovina. Council expressed thanks to Ollis/Akers/Arney for their work.

City Clerk McMillan took roll call:

Mayor Randy Burke – Aye

Commissioner Darren Indovina – Aye

Commissioner Ken Gaspar – Aye

G. Reading and Consideration of Approval of Resolution 9065: A Resolution Authorizing the City Council of Monett, Missouri to Retain the Services of JacksonLewis P.C as City Representative During Contract Negotiations with IBEW

Commissioner Indovina made a motion to approve Resolution 9065, seconded by commissioner Gaspar.

City Clerk McMillan took roll call:

Mayor Randy Burke – Aye

Commissioner Darren Indovina – Aye

Commissioner Ken Gaspar – Aye

H. Reading and Consideration of Approval of Resolution No. 9066: A Resolution Establishing the Tournament Fees at the Windmill Golf Course

Commissioner Indovina opened dialogue. All tournaments will follow new fee schedule for 2025 year.

Mayor Burke made a motion to approve Resolution 9066, seconded by commissioner Gaspar.

City Clerk McMillan took roll call:

Mayor Randy Burke – Aye

Commissioner Darren Indovina – Aye

Commissioner Ken Gaspar – Aye

I. Reading and Consideration of Approval of Resolution No. 9067: A Resolution Appointing Kelley McMillan as the Monett City Clerk

Commissioner Gaspar made a motion to approve Resolution 9067, seconded by commissioner Indovina. Council expressed thanks to Ollis/Akers/Arney for their work.

City Clerk McMillan took roll call:

Mayor Randy Burke – Aye

Commissioner Darren Indovina – Aye

Commissioner Ken Gaspar – Aye

VII. Informational Items

A. Monthly Financial Report

B. Monthly Departmental Reports

C. Next Workshop: April 24th, 2025 at 9:30 A.M. at City Hall

D. Next Regular Meeting: May 8th, 2025 at 6:00 P.M. at Monett School District Boardroom

VIII. Closed Session

Commissioner Gaspar made a motion to convene into closed session at 6:30 p.m., seconded by commissioner Indovina. All attended were Council, City Administrator, City Clerk and Emergency Management Coordinator.

I. Adjourned closed session at 7:26 p.m. All in favor.

Kelley McMillan, City Clerk

MINUTES OF THE MEETING OF THE MONETT CITY COUNCIL
WORKSHOP MEETING
April 24th, 2025
City Hall Conference Room

I. Call to Order

City Clerk took roll call:

Mayor Randy Burke – Present

Commissioner Ken Gaspar – Present

Commissioner Darren Indovina – Present

II. Pledge of Allegiance

III. Approval of the Agenda

Commissioner Indovina made a motion to table **item F** to a later date, seconded by Commissioner Gaspar.

City Clerk McMillan took roll call:

Mayor Randy Burke – Nay

Commissioner Darren Indovina – Aye

Commissioner Ken Gaspar – Aye

IV. Regular Business

- **Discussion Regarding Stockton Lake Agreement**

The city plans to enter into the agreement with an estimated annual payment of \$53,000 to secure future water access at a reasonable rate. A resolution is expected to be presented on May 8 to authorize the City Administrator or a designated representative to sign the necessary documents.

- **Discussion Regarding Special Council**

City Administrator Ary opened dialogue with Council. A resolution is expected to be presented on May 8 involving Lauber Law firm.

- **Discussion Regarding Code Enforcement Process (RFP Abatement)**

City Administrator Ary explained the need for an RFP for abatement services, as the current workload is too much for sanitation staff. The discussion included how unpaid cleanup costs would be handled—first added to utility bills, and if unpaid, filed as a tax lien with the county.

- **Discussion Regarding the Sale of City-Owned Property**

City Administrator Ary proposed issuing an RFP to area realtors, with the Council responsible for selecting the winning proposal.

- **Discussion Regarding City Hall Renovations**

City Administrator, Ary also addressed needed renovations at City Hall, specifically a gap around the elevator shaft that could allow water intrusion.

- **Discussion Regarding Main Street Funding**

Item was tabled earlier in the meeting.

V. Informational Items

Mayor Burke encouraged residents and workers in Monett to participate in the city's comprehensive plan survey. The next regular City Council meeting was announced for May 8 at 6:00 p.m. at the Monett School District Board Room.

VI.Adjourn

Commissioner Indovina made a motion to adjourn at 9:59 a.m. and seconded by Commissioner Gaspar. All in attendance were Council, City Administrator, City Clerk, and Emergency Management Coordinator.

City Clerk McMillan took roll call:

Mayor Randy Burke – Aye
Commissioner Darren Indovina – Aye
Commissioner Ken Gaspar – Aye

Convened into closed session at 10:03 a.m.

Commissioner Gaspar made a motion to move forward with MCCE to conduct the IT audit for \$23,040, seconded by Commissioner Indovina.

City Clerk McMillan took roll call:

Mayor Randy Burke – Aye
Commissioner Darren Indovina – Aye
Commissioner Ken Gaspar – Aye

Commissioner Gaspar made a motion to nominate himself to serve as the commissioner overseeing the airport, seconded by Commissioner Indovina.

City Clerk McMillan took roll call:

Mayor Randy Burke – Nay
Commissioner Darren Indovina – Aye
Commissioner Ken Gaspar – Aye

Commissioner Indovina made a motion to adjourn the closed meeting at 11:19 a.m., seconded by Commissioner Gaspar.

City Clerk McMillan took roll call:

Mayor Randy Burke – Aye
Commissioner Darren Indovina – Aye
Commissioner Ken Gaspar – Aye

Kelley McMillan, City Clerk



Randy Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

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National Public Works Week Proclamation
May 18-24, 2025
"People, Purpose, Presence"

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of Monett; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Monett to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association be it now,

RESOLVED, I, Mayor James R. Burke, do hereby designate the week of May 18-24, 2025, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Monett, Missouri, this 8th day of May 2025.

James R. Burke, Mayor

Attest:

Kelley McMillan, City Clerk

AN ORDINANCE APPROVING THE MONETT TIF #3 TAX INCREMENT FINANCING PLAN, ESTABLISHING A REDEVELOPMENT AREA, DESIGNATING THE REDEVELOPMENT AREA AS A BLIGHTED AREA AND DESIGNATING A DEVELOPER

1. The City of Monett, Missouri (the “City”) is a third-class city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri.

2. Pursuant to the Real Property Tax Increment Financing Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the “Act”), City staff prepared the Monett TIF #3 Tax Increment Financing Plan (the “TIF Plan”).

3. On February 20, 2025, after due notice in accordance with the Act, the Tax Increment Financing Commission of the City of Monett, Missouri (the “TIF Commission”) opened a public hearing, at which all interested persons and taxing districts affected by the TIF Plan were afforded an opportunity to make comments, file written objections, protests and be heard orally regarding adoption of the TIF Plan, closed the public hearing on that date and voted to adopt a Resolution which recommends that the Council make required findings, approve the TIF Plan, designate the proposed property as the Redevelopment Area for the TIF Plan and designate the City as the developer of record for the TIF Plan and the Redevelopment Project.

4. After approval by the TIF Commission, certain changes were made to the TIF Plan to provide a new map and legal description, reducing size of the Redevelopment Area in order to exclude property not within City limits and to match the legal description to the revised map, all in accordance with Section 99.825.1 of the Act, including due notice of such changes in accordance with said section of the Act.

5. No changes were made to the general land uses established in the TIF Plan or the nature of the Redevelopment Project described therein.

6. On April 10, 2025, at a public meeting of the City Council, after the posting of proper notice of the consideration of this issue and after all parties in interest and citizens were provided the opportunity to be heard, the City Council considered the TIF Plan, the recommendation of the TIF Commission, the recommendations of City staff and consultants and considered the public objections, protests, comments and other evidence.

7. Having heard and considered the objections, protests, comments and other evidence adduced at the meeting, the evidence and testimony submitted at the TIF Commission public hearing, the recommendation of the TIF Commission and the recommendation of City staff, the City Council desires to approve the TIF Plan.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONETT, MISSOURI, AS FOLLOWS:

Section 1. The TIF Plan, as amended, a copy of which is on file in the Office of the City Clerk, is hereby approved and adopted. In the event of any conflict or inconsistency between the TIF Plan and this Ordinance, the provisions of this Ordinance shall control.

Section 2. The tract of land legally described in Exhibit 2 to the TIF Plan is hereby designated as the Redevelopment Area.

Section 3. The City Council hereby finds that:

A. the TIF Plan sets forth in writing a general description of the program to be undertaken to accomplish its objectives, including the estimated redevelopment project costs, the anticipated sources of funds to pay the costs, evidence of the commitments to finance the project costs, the anticipated type and term of the sources of funds to pay costs, the anticipated type and terms of the obligations to be issued, the most recent equalized assessed valuation of the property within the Redevelopment Area which is to be subjected to payments in lieu of taxes and economic activity taxes pursuant to Section 99.845, RSMo, an estimate as to the equalized assessed valuation after redevelopment, and the general land uses to apply in the Redevelopment Area;

B. the Redevelopment Area is a blighted area, as such term is defined in Section 99.805(1), RSMo, due to the presence of blighting factors as set forth in the Blight Study attached as Exhibit 3 to the TIF Plan, including that the Redevelopment Area is characterized by unsanitary and unsafe conditions, deterioration of site improvements and conditions which endanger life or property by fire and other causes, and that the area is an economic liability for the City and a menace to the public health, safety or welfare in its present condition and use. The TIF Plan is also accompanied by an affidavit, signed by the proposed developer of record for the Redevelopment Project, attesting to the blighting conditions of the Redevelopment Area;

C. the Redevelopment Area has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. The TIF Plan is accompanied by an affidavit signed by the Developer attesting to this statement;

D. the TIF Plan is in conformance with the Comprehensive Plan for the development of the City as a whole;

E. the TIF Plan contains estimated dates of completion of the redevelopment project and estimated dates for the retirement of obligations incurred to finance redevelopment project costs, and said dates are not more than twenty-three (23) years from the adoption of an ordinance approving a Redevelopment Project within the Redevelopment Area;

F. there are no businesses existing in the Redevelopment Area that have been or will be required to relocate in order to implement the TIF Plan. However, in the event relocation of any occupant is necessary, a Relocation Plan has been developed for relocation assistance for

businesses and residences, and the relocation of any business or residents in the Redevelopment Area, will take place in accordance with the Relocation Plan attached to the TIF Plan;

G. the TIF Plan contains a cost-benefit analysis set forth in Exhibit 11 showing the economic impact of the TIF Plan on each taxing district and political subdivision within the Redevelopment Area if the proposed redevelopment project is built pursuant to the TIF Plan or are not built, and evidence that the proposed redevelopment project is financially feasible to undertake with TIF assistance;

H. the TIF Plan does not include the initial development or redevelopment of any gambling establishment; and

I. the area selected for the Redevelopment Project (a) includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements, (b) does not include any area designated as flood plain by the Federal Emergency Management Agency, and (3) does not contain any vacant, unimproved, or agricultural property that is located wholly outside the incorporated limits of the city, or that is substantially surrounded by contiguous properties with agricultural zoning classifications or uses; and

J. no alternative proposals for redevelopment of the Redevelopment Area have been received in response to the City's advertisement for such proposals.

Section 4. The City is hereby designated as a developer of record for the TIF Plan.

Section 5. City officers and agents of the City are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 6. This Ordinance shall be in full force and effect from and after the 10th day after its passage by the City Council.

PASSED BY THE CITY COUNCIL AND APPROVED BY MAYOR OF THE CITY OF MONETT, MISSOURI THIS ____ DAY OF _____, 2025.

James R. Burk, Mayor

ATTEST:

Kelley McMillan, City Clerk

**AN ORDINANCE APPROVING A REDEVELOPMENT PROJECT FOR THE
MONETT TIF #3 TAX INCREMENT FINANCING PLAN AND ACTIVATING
THE COLLECTION OF TAX INCREMENT FINANCING REVENUES THEREIN**

1. The City Council has approved the Monett TIF #3 Tax Increment Financing Plan (the “TIF Plan”) and designated the Redevelopment Area described therein as a blighted area in accordance with the Real Property Tax Increment Allocation Redevelopment Act, section 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “Act”).

2. The TIF Plan contemplates the implementation of the Plan through a single Redevelopment Project and the adoption of tax increment financing in the area selected for such Redevelopment Project.

3. The City Council desires to approve the Redevelopment Project as described in the TIF Plan and activate the collection of tax increment financing revenues in such redevelopment project area.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONETT,
MISSOURI, AS FOLLOWS:**

Section 1. The City hereby approves the Redevelopment Project, which is legally described in **Exhibit A** which is attached to this ordinance and incorporated herein by reference. The City Council hereby finds that the Redevelopment Project includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the redevelopment project improvements as set forth in the TIF Plan.

Section 2. Tax increment financing is hereby adopted for the Redevelopment Project as follows:

A. Tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for the Redevelopment Project. After the total equalized assessed valuation of the taxable real property in the Redevelopment Project exceeds the certified total initial equalized assessed valuation of the taxable real property in the Redevelopment Project, the ad valorem taxes, and payment in lieu of taxes, if any, arising from the levies upon the taxable real property in such project by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 each year after the effective date of the ordinance until redevelopment costs have been paid shall be divided as follows:

1. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the area selected for the Redevelopment Project shall be allocated to and, when collected, shall be paid by the County Collector and the city treasurer or other designated financial officer of the City to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

2. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in

the area selected for the Redevelopment Project, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the city treasurer or other designated financial officer of the City who shall deposit such payment in lieu of taxes into the Special Allocation Fund that has been established by the City for the TIF Plan.

B. In addition to the payments in lieu of taxes described above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the city or taxing districts, and which are generated by economic activities within the area selected for the Redevelopment Project over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding those items set forth in Section 99.845, RSMo, and elsewhere in the Missouri statutes, and penalties and interest thereon, shall be allocated to, and paid by the local political subdivision collecting officer to the city treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

Section 3. City officers and agents of the City are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. This Ordinance shall be in full force and effect from and after the 10th day after its passage by the City Council.

PASSED BY THE CITY COUNCIL AND APPROVED BY MAYOR OF THE CITY OF MONETT, MISSOURI THIS ____ DAY OF _____, 2025.

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

ALL OF A TRACT DESCRIBED AS BEING A PART OF SECTION 4, TOWNSHIP 25 NORTH, RANGE 27 WEST OF THE 5TH PRINCIPAL MERIDIAN, BARRY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 26 NORTH, RANGE 27 WEST; THENCE SOUTH 89°08'14" EAST ALONG THE SOUTH LINE OF SECTION 33, 400.13 FEET; THENCE LEAVING SAID SOUTH LINE SOUTH 00°51'46" WEST, 57.39 FEET TO THE SOUTH RIGHT-OF-WAY OF U.S. HIGHWAY 60; THENCE ALONG SAID SOUTH RIGHT-OF-WAY SOUTH 89°11'34" EAST, 707.35 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREN DESCRIBED; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY SOUTH 89°11'35" EAST, 401.17 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 24 AT PAGE 1169 IN THE RECORDER OF DEEDS OFFICE IN BARRY COUNTY, MISSOURI; THENCE ALONG SAID SOUTH RIGHT OF WAY AND NORTH LINE OF SAID TRACT SOUTH 89°02'38" EAST, 137.94 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND ALONG SAID TRACT OF LAND THE FOLLOWING 5 COURSES, 1) SOUTH 44°24'51" EAST, 28.10 FEET, 2) SOUTH 00°55'03" WEST, 235.00 FEET, 3) SOUTH 45°53'05" WEST, 28.30 FEET, 4) NORTH 89°08'53" WEST, 260.00 FEET, 5) NORTH 44°09'00" WEST, 28.27 FEET TO THE EAST RIGHT-OF-WAY OF LOWES LANE; THENCE ALONG SAID EAST RIGHT-OF-WAY SOUTH 00°53'24" WEST, 2381.03 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE OF SECTION 4, TOWNSHIP 25 NORTH, RANGE 27 WEST; THENCE SOUTH 0°43'14" WEST, 1319.72 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 88°38'53" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, 1295.37 FEET TO THE EAST RIGHT-OF-WAY OF FARM ROAD 1090; THENCE ALONG SAID EAST RIGHT-OF-WAY THE FOLLOWING 4 COURSES: 1) NORTH 00°35'31" EAST, 1319.66 FEET; 2) THENCE NORTH 00°57'14" EAST, 1003.41 FEET, 3) THENCE NORTH 88°52'04" WEST, 3.99 FEET, 4) THENCE NORTH 00°44'39" EAST, 195.47 FEET TO THE SOUTH RIGHT-OF-WAY OF WELLINGTON AVENUE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY THE FOLLOWING 3 COURSES, 1) NORTH 51°48'48" EAST, 45.59 FEET, 2) NORTH 88°00'29" EAST, 101.94 FEET, 3) SOUTH 89°07'37" EAST, 496.82 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY AND THE CENTERLINE OF ELLIS DRIVE; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY NORTH 00°56'10" EAST, 60.00 FEET TO THE NORTH RIGHT-OF-WAY OF WELLINGTON AVENUE; THENCE CONTINUING NORTH 00°56'10" EAST, 160.72 FEET ALONG THE WEST LINE OF LOT 3 IN GORMAN ELLIS TRUST ADDITION AS FOUND IN PLAT BOOK 09, PAGE 20 IN THE RECORDER OF

DEEDS OFFICE IN BARRY COUNTY, MISSOURI; THENCE SOUTH 89°11'34" EAST ALONG THE NORTH LINE OF LOTS THREE (3), TWO (2) AND ONE (1) OF GORMAN ELLIS TRUST ADDITION AFORESAID, 597.38 FEET TO THE WEST RIGHT-OF-WAY OF LOWES LANE; THENCE ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING 4 COURSES, 1) NORTH 00°53'37" EAST, 892.39 FEET, 2) NORTH 03°30'18" WEST, 159.00 FEET, 3) NORTH 39°19'11" WEST, 106.88 FEET, 4) NORTH 69°35'56" WEST, 114.32 FEET TO THE POINT OF BEGINNING. BEARINGS BASED ON THE NORTH LINE OF SECTION 4 BEING SOUTH 89°08'14" EAST.

EXCEPT #1 COMMENCING AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 26 NORTH, RANGE 27 WEST; THENCE SOUTH 89°08'14" EAST ALONG THE SOUTH LINE THEREOF, 1366.40 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST FRACTIONAL SECTION 4, TOWNSHIP 25 NORTH, RANGE 27 WEST; THENCE SOUTH 0°53'24" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST FRACTIONAL SECTION 4, 1698.89 FEET; THENCE LEAVING SAID EAST LINE NORTH 89°05'58" WEST, 70.11 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LOWES LANE BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°53'47" WEST, 305.45 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE NORTH 89°06'12" WEST, 469.06 FEET; THENCE NORTH 01°06'50" EAST, 222.49 FEET; THENCE SOUTH 89°05'58" EAST, 34.80 FEET; THENCE NORTH 00°54'02" EAST, 83.00 FEET; THENCE SOUTH 89°05'58" EAST, 433.41 FEET TO THE POINT OF BEGINNING. CONTAINING 3.22 ACRES MORE OR LESS. BEARINGS BASED ON THE NORTH LINE OF SECTION 4 BEING SOUTH 89°08'14" EAST.

AND EXCEPT #2 COMMENCING AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 26 NORTH, RANGE 27 WEST; THENCE SOUTH 89°08'14" EAST ALONG THE SOUTH LINE THEREOF, 1366.40 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST FRACTIONAL SECTION 4, TOWNSHIP 25 NORTH, RANGE 27 WEST; THENCE SOUTH 0°53'24" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST FRACTIONAL SECTION 4, 2692.41 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 25 NORTH, RANGE 27 WEST; THENCE NORTH 88°39'09" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, 70.22 FEET TO THE WEST RIGHT-OF-WAY OF LOWES LANE ALSO BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST RIGHT-OF-WAY SOUTH 0°42'40" WEST, 138.58 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY SOUTH 55°36'53" WEST, 36.41 FEET; THENCE SOUTH 89°48'30" WEST, 45.99 FEET; THENCE SOUTH 01°17'43" EAST, 57.07 FEET; THENCE NORTH 89°25'14" WEST, 582.69 FEET; THENCE NORTH 01°07'14" EAST, 320.78 FEET; THENCE NORTH 89°56'29" EAST, 62.41 FEET; THENCE NORTH 0°03'31" WEST, 49.73 FEET; THENCE SOUTH 88°39'09" EAST, 592.95 FEET TO THE WEST RIGHT-OF-WAY OF LOWES LANE; THENCE SOUTH 0°53'47" WEST ALONG SAID WEST RIGHT-OF-WAY, 146.14 FEET TO THE POINT OF BEGINNING. CONTAINING 5.35 ACRES MORE OR LESS. BEARINGS BASED ON THE

NORTH LINE OF SECTION 4 BEING SOUTH 89°08'14" EAST.

AND EXCEPT #3 COMMENCING AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 26 NORTH, RANGE 27 WEST; THENCE SOUTH 89°08'14" EAST ALONG THE SOUTH LINE THEREOF, 1366.40 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST FRACTIONAL SECTION 4, TOWNSHIP 25 NORTH, RANGE 27 WEST; THENCE SOUTH 0°53'24" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST FRACTIONAL SECTION 4, 1698.89 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE NORTH 89°05'58" WEST, 70.11 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LOWES LANE; THENCE ALONG SAID WEST RIGHT-OF-WAY SOUTH 00°53'47" WEST, 305.45 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY SOUTH 89°05'58" EAST, 70.15 FEET TO AFORESAID EAST LINE OF THE WEST 1/2 OF THE NORTHWEST FRACTIONAL SECTION 4; THENCE ALONG SAID EAST LINE NORTH 00°53'24" EAST 305.45 FEET TO THE POINT OF BEGINNING. CONTAINING 0.49 ACRES, MORE OR LESS. BASED ON THE NORTH LINE OF SECTION 4 BEING SOUTH 89°08'14" EAST.

AND EXCEPT #4 COMMENCING AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 26 NORTH, RANGE 27 WEST; THENCE SOUTH 89°08'14" EAST ALONG THE SOUTH LINE THEREOF, 1366.40 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST FRACTIONAL SECTION 4, TOWNSHIP 25 NORTH, RANGE 27 WEST; THENCE SOUTH 0°53'24" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST FRACTIONAL SECTION 4, 2546.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 00°53'24" WEST, 146.15 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 25 NORTH, RANGE 27 WEST; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4 SOUTH 00°43'14" WEST, 216.15 FEET; THENCE LEAVING SAID EAST LINE NORTH 89°25'14" WEST, 143.97 FEET; THENCE NORTH 01°17'43" WEST, 57.07 FEET; THENCE NORTH 89°48'30" EAST, 45.99 FEET; THENCE NORTH 55°36'53" EAST, 36.41 FEET TO THE WEST RIGHT-OF-WAY OF LOWES LANE; THENCE ALONG SAID WEST RIGHT-OF-WAY NORTH 00°42'40" EAST, 138.58 FEET; THENCE ALONG SAID WEST RIGHT-OF-WAY NORTH 00°53'47" EAST, 146.14 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY SOUTH 88°39'09" EAST, 70.21 FEET TO THE POINT OF BEGINNING. CONTAINING 0.69 ACRES, MORE OR LESS. BEARINGS BASED ON THE NORTH LINE OF SECTION 4 BEING SOUTH 89°08'14" EAST. TIF 3 LIMITS CONTAINS 73.80 ACRES MORE OR LESS. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.



LAUBER MUNICIPAL LAW

Serving those who serve the public



Response to Request for Qualifications for City Attorney Services

Monett, Missouri

Submittal Deadline:

May 1, 2025 at 3:00 p.m.



LAUBER MUNICIPAL LAW

Serving those who serve the public

April 30, 2025

via email kmcmillan@monettmo.gov

City of Monett, Missouri
Attn: City Clerk
217 5th Street
Monett, MO 65708

RE: *Request for Qualifications for City Attorney/Legal Services*

Dear City Clerk:

We are pleased to have this opportunity to respond to the Request for Qualifications for contractual City Attorney/Legal Services for the City of Monett ("City"). We believe that the City will find our firm is highly qualified to provide the requested legal services. Lauber Municipal Law, ("LML") was established in 2010 for the sole purpose of serving local governmental entities of all types and sizes. I, along with the sixteen other attorneys of LML, have dedicated our legal practice to the representation of municipal clients exclusively. This firm was established for exactly the type of services the City is requesting.

We are a full-service municipal law firm that is equipped to provide a complete spectrum of city attorney services under one roof. Our attorneys have experienced Missouri municipal law in virtually every facet, whether as in-house or contract general counsel; charter or statutory city; prosecutor or litigator; large or small populations. Our goal is to meld this previous experience together to provide a high-quality "big firm" work product, while providing the flexibility, personal responsiveness, and cost effectiveness of a small firm.

We believe the fact that we have devoted our entire practice to municipal law is our greatest strength. This means that if appointed by the City, even at times when we are not specifically representing the City, we typically are assisting another client with issues that have (or likely will) arise with respect to the City. Our time away from City issues would not be spent handling a personal injury case for one client or providing estate planning advice to another. That is how our clients benefit from the synergy of our focused practice—municipal law is what we do.

Enclosed please find the City's requested information. We are genuinely excited about the opportunity to represent the City of Monett in this new capacity and are looking forward to hearing from you soon. If you have any questions about this information or desire any clarification, please feel free to contact me.

Very truly yours,

LAUBER MUNICIPAL LAW

Holly Dodge
Springfield Practice Area Leader

STATEMENT OF QUALIFICATIONS SUMMARY OF FIRM INFORMATION

I, for myself, and on behalf of the attorneys of Lauber Municipal Law, affirmatively state that we possess all the qualifications requested in the Scope of Work of the Request for Qualifications for City Attorney/Legal Services (“RFQ”) and we are fully prepared to provide the entire scope of services required in the Scope of Work of the RFQ. A summary of these qualifications and more detailed supporting documentation follows.

1. General Firm Profile; Primary Office and Attorney

- **General Firm Profile-** Lauber Municipal Law, is a full-service municipal law firm practicing exclusively in the area of municipal law. We serve dozens of Missouri communities in various roles including city attorney, prosecutor, and special counsel. Each of our seventeen full-time attorneys is a highly experienced city attorney and each has developed a specific niche within the context of municipal law, providing both breadth and depth to our practice. Our firm was established specifically to undertake the scope of services the City of Monett is requesting.
- **Brief History-** Joe Lauber established Lauber Municipal Law, in November of 2010 after seven years of practice in other firms providing municipal law services to public entity clients. Our firm website is located at www.LauberMunicipalLaw.com. The principle focus of the firm has been to provide the highest quality municipal law legal services to small and mid-sized cities at an affordable rate. In our over fourteen years of existence, we have grown from one attorney representing four clients to seventeen full-time attorneys representing dozens of cities in the full spectrum of municipal law, including general counsel, prosecutor, and special counsel roles. In April 2017, we expanded by adding a mid-Missouri office, which is now located in Jefferson City. We opened an office in southwest Missouri in July of 2023.
- **Primary Office** - the primary office serving the City of Monett for the requested scope of services is our southwest Missouri office located at 1855 S. National Avenue, Springfield, Missouri. Additionally, support will be provided from our offices in Lee’s Summit and Jefferson City.
- **Primary Attorneys** - the primary attorney responsible to the City of Monett as city attorney for this representation would be Nate Dally. His email is ndally@laubermunicipal.com and his office number is (417) 605-3404. Nate satisfies the qualifications set forth in the Scope of Services section in the RFQ. However, if the City selects Lauber Municipal Law as its City Attorney, it is putting seventeen very experienced municipal lawyers at its disposal—in other words, the City would be hiring an entire law department, but on an as-needed basis.
- **State Licenses –**
 - Nate Dally – Missouri, Missouri bar number 52863
 - Holly Dodge – Missouri, Kansas, Colorado, Missouri bar number 45656
 - Joe Lauber – Missouri, Kansas (both state and federal courts) Missouri bar number 52809.
 - Jennifer Baird – Missouri, Missouri bar number 56766
 - Jeremy Cover – Missouri, (state and federal courts), Missouri bar number 60873
 - Nathan Nickolaus – Missouri, Missouri bar number 35536
 - James Klahr – Missouri, Missouri bar number 43653
 - Jeff Deane – Missouri, Kansas; Missouri bar number 50698
 - Brandon Lawson – Missouri, Missouri bar number 58637
 - Nicholas Purifoy – Missouri; Missouri bar number 57816
 - Justin Rogers – Missouri; Missouri bar number 75434
 - Todd Smith – Missouri, Missouri bar number 63638
 - James Newell – Missouri; Missouri bar number 66970
 - Madison Touchstone – Missouri, Kansas; Missouri bar number 72716
 - Lindsey Kolisch – Missouri, Missouri bar number 73801
 - Anna Yendes – Missouri, Kansas; Missouri bar number 76333
 - Sydney Wilson – Missouri, Kansas; Missouri bar number 74906

- **Juris Doctorate Degrees- American Bar Association Accredited Law Schools**
 - Nate Dally – University of Missouri School of Law
 - Holly Dodge - University of Missouri-Kansas City School of Law
 - Joe Lauber- University of Missouri-Kansas City School of Law
 - Jennifer Baird- University of Missouri-Kansas City School of Law
 - Jeremy Cover- University of Missouri-Kansas City School of Law
 - Nathan Nickolaus- University of Missouri-Columbia School of Law
 - James Klahr – Emory University School of Law
 - Jeff Deane- Washburn University School of Law
 - Brandon Lawson – University of Missouri School of Law
 - Nicholas Purifoy – Washburn University School of Law
 - Justin Rogers – Drake University School of Law
 - Todd Smith – American University’s Washington College of Law (LL.M.) and Drake University School of Law (J.D.)
 - James Newell – Texas A&M University School of Law
 - Madison Touchstone – University of Missouri-Kansas City School of Law
 - Lindsey Kolisch – University of Missouri-Kansas City School of Law
 - Anna Yendes – University of Kansas School of Law
 - Sydney Wilson – University of Missouri School of Law
- **Missouri Bar Standing**
 - All attorneys of the Firm are in good standing with the Missouri Bar
 - Verification of this can be made at: <http://www.mobar.org/LawyerDirectory.aspx>
- **Areas of Municipal Experience**
 - All attorneys dedicate their practice exclusively to the practice of municipal law and only on behalf of political subdivisions; no attorneys practice outside of municipal law nor do any of us represent private parties against political subdivisions. Specifically, each of our attorneys is highly experienced with all facets of general municipal law, the Missouri Sunshine Law, and general contract law, including but not limited to Roberts Rules of Order, Missouri Revised Statutes (RSMO), and city ordinances throughout the state. Members of the firm are experienced in drafting and reviewing legal agreements, opinions, bonds, contracts, ordinances, resolutions, staff reports, and other written instruments. Additionally, our attorneys have developed individual niche practice experience in the following areas:
 - Nate Dally – General municipal law, municipal prosecution, employment matters, public contracts, nuisance abatement law, litigation, and ordinance and code drafting
 - Holly Dodge – Public safety and police issues, prosecution, personnel matters, contract drafting and review, litigation, nuisance abatement, land use, and Sunshine Law
 - Joe Lauber – Economic development, taxation, parks, and public works projects
 - Jennifer Baird – Economic development, employment, real estate transactions, and zoning/land use
 - Jeremy Cover – Economic development, prosecution, and public safety (police, fire, and ambulance)
 - Nathan Nickolaus – Legislative solutions, Sunshine Law, economic development, public utilities, collective bargaining, and public infrastructure
 - James Klahr – General municipal law and litigation
 - Jeff Deane – Litigation, election contests, impeachment, annexation & condemnation, prosecution, worker’s compensation, code enforcement, and nuisance abatement
 - Brandon Lawson - Business litigation, municipal defense litigation, personal injury litigation and worker’s compensation law.
 - Nick Purifoy – Municipal contracts, civil litigation, appellate law, constitutional law and general municipal law.
 - Justin Rogers – Prosecution, general municipal law and litigation
 - Todd Smith- Municipal prosecution, constitutional law, and public safety issues
 - James Newell – General municipal law and litigation

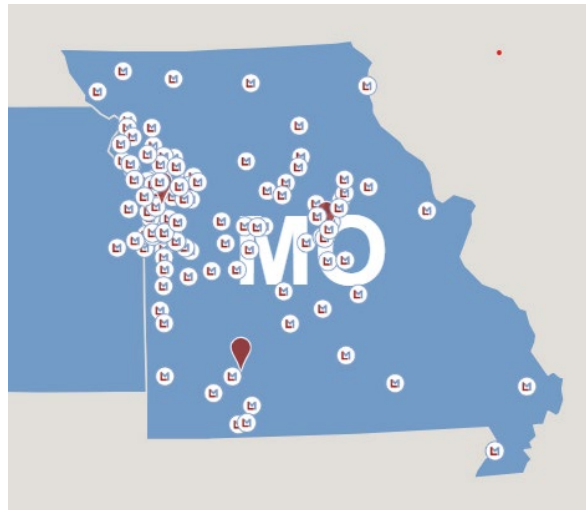
- Madison Touchstone – Prosecution, litigation, general municipal law
- Lindsey Kolisch – General municipal law, economic development, and free speech issues.
- Anna Yendes – Animal law, general municipal and litigation
- Sydney Wilson – General municipal law and prosecution

2. Experience/Representative Projects

a. City Attorney Experience:

- Nate Dally served as city and prosecuting attorney for the City of Carthage for 17 years and is the appointed city attorney for 2 cities.
- Holly Dodge is the appointed city attorney of 11 cities and villages; Holly is the prosecutor for 8 cities.
- Joe Lauber is the appointed city attorney of 17 cities, dating back to his first appointment in 2008.
- Jennifer Baird is the appointed city attorney of 19 cities and villages.
- Jeremy Cover is the appointed city attorney of 19 cities and villages; Jeremy is also the appointed prosecutor of 8 cities and villages.
- Nathan Nickolaus is the appointed city attorney of 12 cities and villages.
- Jeff Deane is the appointed city attorney for 4 cities, and serves as assistant city attorney and prosecutor for numerous cities.
- James Newell serves as city attorney for 4 cities and assistant city attorney for 2 cities.
- Madison Touchstone is the assistant city attorney for 12 cities.
- Lindsey Kolisch is the appointed city attorney for 1 city and assistant city attorney for 7 cities.

b. List of other municipal clients



We currently represent over 100 cities/villages as City Attorney, 35 cities as prosecuting attorney, 12 cities as special counsel for economic development issues, and 36 cities as special counsel for miscellaneous issues. A full list is available on our website. Several of our attorneys have served previously as in-house counsel in larger cities including Lee's Summit, Independence, Jefferson City, and Webster Groves.

c. References- A list of 3 references is provided on a separate page near the end of this response.

3. Additional Information

- a. The firm is a participating affiliate member of the Missouri Municipal League (MML), and each attorney is a member of the Missouri Municipal Attorney's Association (MMAA).
- b. In addition to our city attorney appointments, we also serve as special counsel to cities who request our assistance in addition to the services of their regular city attorney. In this role we commonly

work in the areas of economic development, impeachments, annexation, condemnation, police personnel matters, public utility matters and complex ordinance drafting.

- c. Joe Lauber is a Past President of the Missouri Municipal Attorney's Association, served as the Secretary of the Missouri Main Street Connection from 2011 to 2021, and a Missouri Municipal League Municipal Governance Institute Fellow. Joe was designated an International Municipal Lawyers Association Fellow in 2019, and was awarded the 2020 Lou Czech Award, which is annually presented by the Missouri City Attorney's Association to attorneys who have exhibited excellent character and support of municipal law throughout their career. Joe was also selected as a Super Lawyer's Magazine "Rising Star" in state and local government law in 2011, 2012, and 2013.
- d. Jennifer Baird is the on-call "hotline" attorney for employment law issues for the MIRMA insurance pool and serves on the Missouri Municipal Attorney's Association Board of Directors.
- e. Jeremy Cover is a founding member of the Missouri Municipal Attorney's Association Prosecutor Committee, serves on the Missouri Municipal Attorney's Association Board of Directors, is the past president of the Missouri Municipal Attorney's Association, and was selected as a Super Lawyer's Magazine "Rising Star" in 2018, 2019, 2020, and 2021.
- f. Nathan Nickolaus is a Past President of the Missouri Municipal Attorney's Association, past Chairman of the Missouri Bar Local Government Committee, and the winner of the 2012 Lou Czech Award, and was designated an International Municipal Lawyers Association Fellow in 2021.

4. Litigation, Sanctions, Investigations

- a. The firm does not engage in lobbying.
- b. Neither the firm, nor any of the owners nor principals are currently subject to any pending or threatened litigation or sanctions.
- c. The firm is not currently nor has it in the past five (5) years been subject of a federal, state, or local government inquiry or investigation. No federal, state, or local government has invoked sanctions against the firm or staff currently nor in the past five (5) years.

5. Comprehensive Liability and Workers Compensation Insurance Coverage

- The firm's Professional Liability Insurance is provided by Continental Casualty Company (CNA), Policy No. 425251875. Our current limits of liability are: \$1,000,000 per claim and \$2,000,000 in aggregate. Our deductible is: \$2,500 per claim. The Firm can provide a certificate of insurance upon appointment.
- Our Workers Compensation coverage is provided by Gilsbar Specialty Insurance Services and placed with Trumbull Insurance Company under Policy No. 43 WBC AS6774. The Firm can provide a certificate of insurance upon appointment.

6. Justification for Selection

With all respect and humility, we believe the strongest reason for the City of Monett to select Lauber Municipal Law, (with Nate Dally as the proposed lead Attorney) is that we are simply the best equipped firm to handle the City's needs. Of the areas listed by the City of Monett's Scope of Services for City attorney services, the firm can take on the general and routine legal services, employment law matters, prosecution, code enforcement, special training, and any special projects the City may have. We have seventeen attorneys who practice only municipal law — our time away from matters pertaining to the City of Monett is spent gaining additional experience in municipal law issues while working with other city clients. All of our attorneys are familiar with State Statutes, City Codes, and Roberts Rules of Order and are ready to advise regarding them. Our interests are not diffused or distracted by keeping up with bankruptcy, personal injury, or family law matters.

Additionally, because we represent only public entities, the likelihood that we will have a conflict of interest, whether real or "business," is significantly reduced. Also, our policy for representing only public clients keeps us completely clear of the "good ol' boy network" that seems to exist among attorneys who are prosecutors in one town and defense attorneys in another town. We are constantly looking out for the best interests of your city and all cities in general.

Our deep bench is another reason Lauber Municipal Law, should be considered as your next City Attorney. In many firms it is difficult to find even one attorney that practices municipal law exclusively, but our firm has seventeen. Collectively, we possess over 100 years of municipal law experience and that experience compounds rapidly every year. Because each of us focuses only on municipal law, we each have time to develop specific practice niches that make our experience deeper than a general law practice attorney could ever achieve. Our passion is municipal law and we are excited about the prospect and would be honored to be selected as the City of Monett's next City Attorney.

FEE PROPOSAL

While we can be flexible in our structure. Years of experience have taught us that an hourly rate structure is best to allow the City to maintain optimal flexibility and control of costs. Because we only represent municipal entities, we are deeply attuned to the need to be good stewards of taxpayer dollars by keeping legal bills as low as possible. We take very seriously our role as a city's law department and our responsibility to operate that department in accordance with the governing body's approved budget and guidelines.

We will bill in one-tenth hour increments for the actual time spent engaged in Basic City Attorney Services and will provide the City with detailed monthly statements after services have been provided. Our monthly statements describe the services, hours spent, fees, and identify the lawyer providing the services. While our normal municipal rate is \$240 per hour, if named the City Attorney for Monett we will discount this rate to **\$195** per hour for each attorney completing work within the normal scope of services. Should any work be accomplished more economically by a law clerk or paralegal, such work would be done by those personnel at \$100 per hour.

Basic City Attorney Services include items such as attending meetings of the City Council, drafting ordinances, participating in telephone calls and meetings with City officials, boards, or commissions, reviewing contracts, handling personnel issues, routine litigation matters, activities associated with municipal prosecution (when so appointed), etc. (i.e., the conduct of the full range of a city's day-to-day business).

We anticipate that the scope of work set out in the City's RFQ requires Basic City Attorney Services. However, the City may request services on issues that require a higher level of expertise, including 1) complex litigation, 2) economic development incentive matters, or 3) any other matter deemed a Special Municipal Matter by mutual agreement of the City and the firm. The firm will provide services on such Special Municipal Matters only with prior written approval from the City's duly authorized representative. Matters are automatically considered to be Basic City Attorney Services absent the prior mutual written agreement of the City and firm. The hourly rate for Special Municipal Matters will be \$240 per hour for all attorneys. The rate for work billed by our paralegal or law clerk would remain \$100 per hour.

Billing entries typically include:

- Attendance at City Council meetings, drafting ordinances, participating in telephone calls and meetings with City officials, reviewing contracts, handling personnel issues, routine litigation matters, attending Planning Commission and/or Board of Zoning Adjustment Meetings, and other matters as requested by the City.
- Transit time to and from meetings not at City Hall and/or required meetings with City or Court staff, vendors, or opposing counsel.
- Time spent receiving and responding to communication from City personnel as it pertains to City matters.
- Time spent drafting, researching, revising, or preparing documents, agreements, memoranda, or other necessary documents or activity related to City matters.
- **Photocopying.** We will not charge the City for in-house photocopies which do not exceed 100 copies in a month. If in-house photocopies exceed 100 in a month, then we reserve the right to charge \$0.15 per page (or the Firm's cost, whichever is less) but only for each page over 100 in number. If the need to utilize an outside copy service arises, we only bill the actual cost incurred for photocopying without markup.
- **Computer Research.** We do not charge for the Firm's service agreement with LexisNexis or other electronic provider of legal research resources.
- **Telecommunications.** We do not charge for local or long-distance phone calls or facsimiles.
- **Mail/Messengers.** We do not charge for regular mail; however, bulk mailings, packages and special postal services may be charged at the Firm's actual cost. Messengers are used as appropriate to assure expedited delivery. The actual cost of such messenger services is charged without markup.
- **Travel.** Unless we have a different written agreement with you, we will not bill for the first 30 minutes of travel to and from our Springfield office to City Hall. To the extent requested by the City, electronic

attendance via Zoom or similar video platform is available as a cost-effective substitute for in-person meetings.

- **Internet Usage.** We regularly use the Internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of Internet communications during your representation by us unless we are instructed otherwise.



LAUBER MUNICIPAL LAW

Serving those who serve the public

PROFESSIONAL REFERENCES FOR LEAD ATTORNEY

Carrie Howlett, City Manager/Community Development Director
City of Aurora, MO
2 W Pleasant St
PO Box 30
Aurora, MO 65605
Telephone: (417) 678-5121 Ext 320
Email: chowlett@auroramo.gov

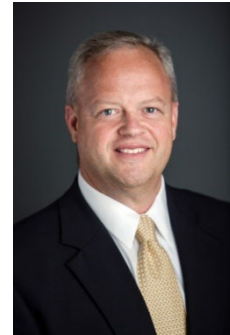
Wesley Young, City Administrator
City of Willard, Missouri
224 W. Jackson
Willard, Missouri 65781
Telephone: (417) 742-3033
Email: ca@cityofwillard.org

Traci Cox, Interim City Administrator
City of Carthage, Missouri
326 Grant Street
Carthage, Missouri 64836
Telephone: (417) 237-7003
Email: t.cox@carthagemo.gov



LAUBER MUNICIPAL LAW

Serving those who serve the public



JOSEPH G. LAUBER

MANAGING MEMBER

General Overview

Joe Lauber established Lauber Municipal Law, LLC, in 2010 and practices in the areas of general municipal law, public facility/infrastructure construction and financing, economic development law, public works contracts, annexation, land use planning and zoning, and appellate law. Throughout his career, Joe has dedicated his practice to the representation of governmental entities. Joe is the appointed City Attorney for the cities of Lawson, Peculiar, Lake Winnebago, Butler, Odessa, Grain Valley, Plattsburg, and Sedalia, Missouri, and has served as special counsel to dozens of other Missouri cities. Prior to forming Lauber Municipal Law, LLC, Joe was an attorney with Williams & Campo, P.C., in Lee's Summit. Before that, Joe worked as an Associate Attorney with Gilmore & Bell, P.C., in Kansas City, Missouri, where his practice was focused exclusively on economic development law for municipal clients. Joe started his career in 2003 as an Associate Attorney in the Public Law/Public Finance Division of Stinson Morrison Hecker LLP in Kansas City, Missouri. While attending law school Joe worked as the Law Clerk at the City of Lee's Summit, Missouri. Before enrolling in law school, Joe worked for six years as an independent sales agent in the building materials industry.

Education

University of Missouri – Kansas City, J.D., 2003

THE URBAN LAWYER, Editorial Associate

UMKC LAW REVIEW, staff member

University of Oklahoma – Bachelor of Business Administration with a minor in Legal Studies, 1995

Bar Admissions

Missouri, 2003

United States District Court, Western District of Missouri, 2003

Kansas, 2004

United States District Court, District of Kansas, 2004

Honors/Recognition

Missouri Municipal Attorneys Association Lou Czech Award, 2020

Designated an International Municipal Lawyers Association Local Government Fellow, 2019

Selected as Missouri and Kansas Super Lawyers "Rising Star" for State and Local Government Law 2011, 2012, and 2013

MML's Municipal Governance Institute, Fellow (2014–present)

Relevant Legal Experience

- Appointed City Attorney of Lawson, Missouri, since 2008; Peculiar, Missouri since 2016; Lake Winnebago, Missouri since 2017; Butler, Missouri since 2017; Odessa, Missouri since 2017; Grain Valley, Missouri since 2019; Plattsburg, Missouri, since 2019; Holt, Missouri, since 2020, and New Hampton, Missouri since 2020; and Sedalia, Missouri since 2021
- On-call special counsel for general municipal issues to the cities of Independence, St. Joseph, Kearney, Branson, Moberly, Blue Springs, and Pleasant Valley, Missouri
- Special economic development counsel to the cities of Grandview, Grain Valley, Lexington, Sedalia, Jefferson City, Butler, Pleasant Valley, and Harrisonville, Missouri
- Appointed Public Officer of Fairway, Kansas, 2003–2005
- Knowledgeable in a wide variety of day-to-day municipal law issues including drafting ordinances, open meetings and open records laws, municipal authority issues, contract review, negotiation drafting, and interpretation, zoning, subdivision, and planning, personnel issues, and election law
- Drafted amicus curiae brief on behalf of Missouri Municipal League in both the Missouri Court of Appeals-Western District and Missouri Supreme Court in prevailing wage law case
- Drafted amicus curiae brief on behalf of Missouri Municipal League in the Missouri Court of Appeals-Eastern District in case regarding city authority to impose health, safety, and welfare ordinances on county facilities constructed within a city's boundaries
- Assisted in-house client as special counsel to develop procedure and documents needed in impeachment and removal of an elected official
- Extensive experience in tax increment financing and the formation and ongoing administration of Transportation Development Districts and Community Improvement Districts, including elections for district sales taxes
- Extensive experience in Missouri annexation law obtained in litigation support for a successful annexation challenge on behalf of a municipal client
- Experienced in code drafting, including development codes and a comprehensive licensing ordinance for the registration of rental properties
- Represent City of O'Fallon on impeachment matter

Professional Affiliations

International Municipal Lawyer's Association

League of Kansas Municipalities- Municipal Business Alliance, Associate Member

City Attorneys Association of Kansas, Associate Member

The Missouri Bar

Missouri Municipal Attorneys Association, Board of Directors (2012–2019; President 2017-2018)

Missouri Municipal League, Participating Affiliate; member Economic Development Committee

Missouri Main Street Connection, Board of Directors (2011–present, currently Secretary)

Missouri Economic Development Finance Association (MEDFA), Board of Directors (2011–2014)

Civic and Community Involvement

Honorary Warrior "Father of Shining Heart," Tribe of Mic-O-Say

Executive Board of Directors, Lee's Summit West Air Force Junior Reserve Officer Training Corp, Secretary (2016- 2017)

District Commissioner At-Large, Boy Scouts of America, Heart of America Council, Thunderbird District (2011-2015)

Troop Committee Member, Boy Scout Troop 220, Lee's Summit, Missouri (2011- present)

Costa Rica Mission Team Member, South Summit Christian Church (January 2010)

Secretary, Board of Directors of the South Summit Christian Church, Lee's Summit, Missouri, (2007–2008); property manager (2014)

Lectures/Speeches

Missouri Economic Development Tools, presented a training session for the Kaysinger Basin Regional Planning Commission summarizing the economic development tools available to attract businesses to communities in Missouri, September 2016

Building Better Cities, presented a seminar that takes a holistic approach to analyzing and improving the ways in which municipalities conduct their business from goal setting to internal and external analyses, to improving community involvement for the Missouri Municipal League's Elected Officials' Training Conference, June 2016

Ethical Issues Facing Elected Officials presented a seminar on ethics requirements of officials who serve political subdivisions in Missouri for the Missouri Rural Water Association's Office Professional's Seminar, October 2014

Ethical Issues Facing Elected Officials presented a seminar on ethics requirements of officials who serve political subdivisions in Missouri for the Missouri Municipal League's Elected Officials' Training Conference, June 2014

Get a "Surge" of Funding Through Community Improvement Districts, presented a seminar discussing the establishment and operation of community improvement districts as downtown revitalization tools for the Missouri Main Street Connection "Get Plugged In...Downtown" conference, August 2013

Missouri Municipal Attorneys Association "City Law 101", presented components of a continuing legal education seminar regarding public works contracts (July 2013) and municipal revenue sources (July 2012)

Ordinances and Resolutions presented a seminar comparing and contrasting the use of ordinances versus resolutions in conducting official municipal business for the Missouri City Clerks and Finance Officers-Western District, June 2013

Missouri Public Works Contracts in Brief and *Ordinances and Resolutions* presented seminars summarizing several of the many issues related to public works contracts and comparing and contrasting the use of ordinances versus resolutions in conducting official municipal business for the Missouri Municipal League's Elected Official Conference, June 2013

Building Better Cities, presented a seminar that takes a holistic approach to analyzing and improving the ways in which municipalities conduct their business from goal setting to internal and external analyses, to improving community involvement for St. Clair County EDC meeting (March 2013), Cass County League of Cities (March 2013), Henry-St. Clair County Mayors and Clerks meeting (April 2013), Lawson Board of Aldermen (July 2013).

Economic Development Financing Alternatives and Due Diligence, co-presented a seminar with Tom Kaleko of Springsted, Inc., and Ben Hart of AGH, on a variety of economic development tools available to Missouri municipalities and on recommended best practices for evaluating and approving request for economic incentives for development projects for the Missouri Municipal League's Annual Conference, September 2012

Missouri Public Works Contracts in Brief and *Revenue Sources and the Hancock Amendment* presented seminars summarizing several of the many issues related to public works contracts and summarizing various revenue sources available to Missouri municipalities and constitutional restrictions on the use of those sources for the Missouri Municipal League's Elected Official Conference, June 2012

Our Town: Representing Municipalities and Political Subdivisions, co-presented a continuing legal education class with Joe Gagnon of the Gagnon Law Firm, LLC, regarding the basic issues faced by practitioners who represent municipal entities for the annual Missouri Bar CLE Solo & Small Firm Conference, June 2012

Economic Development Financing Alternatives and Due Diligence, co-presented a seminar with Tom Kaleko of Springsted, Inc., on a variety of economic development tools available to Missouri municipalities and on

recommended best practices for evaluating and approving request for economic incentives for development projects for the Missouri Government Finance Officers Association, May 2012

Missouri Economic Development Tools, presented a training session for the Pioneer Trails Regional Planning Commission summarizing the economic development tools available to attract businesses to communities in Missouri, February 2012

Missouri Public Works Contracts in Brief, presented an information session summarizing several of the many issues related to public works contracts for the MML Central Region meeting, January 2012

Managing Risks in Post-2008 Revenue Bond Issuances, co-presented a seminar for the Western Chapter of the Missouri Government Finance Officers Association addressing the Mamtek deal and how cities can manage their risks for revenue bond issuances in the changed financial environment brought about by the economic downturn that began in 2008, November 2011

Ethical Issues Facing Elected Officials co-presented a seminar with officials from the Missouri Ethics Commission on ethics requirements of officials who serve political subdivisions in Missouri for the Missouri Municipal League's Annual Conference, September 2011

Articles/Publications

Mitigating Municipal Liability: A City Attorney's Practical Guide to Building Consensus and Improving the City's Operation, 61 Municipal Lawyer, (March/April 2020).

Design-Build for Missouri's Statutory Cities, The Missouri Municipal Review (May-June 2016) (co-authored with Peter Rottgers)

Building Better Cities, The Missouri Municipal Review (two-part series, September 2014 & November 2014)

A 1980s Formula for Economic Development Still Successful Today, Co-authored with Gayla Roten and Jeanine Rann of the Missouri Main Street Connection, The Missouri Municipal Review (January 2013)

Due Diligence and Risk Management Measures for Economic Development Incentive Approvals, Co-authored with Tom Kaleko of Springsted, Inc., The Missouri Municipal Review (July 2012)

Missouri Supreme Court Hands Municipalities a Setback in Prevailing Wage Act Case, The Missouri Municipal Review (May 2011)

A Practical Application of Missouri's Immigration Law Requirements to Public Work Contracts and Related Documents, The Missouri Municipal Review (June 2009)

HIPAA's Privacy and Security Rules and Their Effect on Local Governments, 46 Municipal Lawyer, (March/April 2005) (coauthored with Juliana Reno)

HIPAA's Application to Local Governments, Nebraska Municipal Review (September 2004)

HIPAA Administrative Simplification: How the Privacy Rule Affects Municipal Ambulance Service Providers, 35 The Urban Lawyer 317 (2003)

Public-Private Partnership in Community Development: Applying Constitutional Standards for Implementing the Missouri Community Improvement District Act, 59 J. Mo. Bar 80 (March-April 2003) (cited in Day v. Robinwood West Community Improvement District, 2010 WL 584027 *9 (E.D. Mo. 2010); BHA Holding Inc. v. Pendergast, 173 S.W.3d 373, 376 (Mo. App. W.D. 2005); Subdivision Law and Growth Management § 6:33, Assessments (2009); and A Valuable New Development Resource: Kansas Adopts the Community Improvement District Act, 79-Feb. Journal of the Kansas Bar Association, 22, 26 (2010))



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JENNIFER M. BAIRD
MEMBER

General Overview

Attorney Jennifer Baird joined Lauber Municipal Law in 2015 and was named Partner in 2019 and became a Member in 2024. Jennifer practices in the areas of general municipal law, land use planning and zoning, public facility/infrastructure, construction and financing, economic development law, public works contracts, annexation, and dangerous building and nuisance abatement law. Prior to joining Lauber Municipal Law, Jennifer worked for a boutique law firm in Lee's Summit, Missouri which specialized in representing municipalities. In addition, she has served as an Assistant City Attorney for the City of Lee's Summit, Missouri, with a focus on development and redevelopment of property. In her role with the City of Lee's Summit, she provided legal advice to the Planning and Development, Parks and Recreation, Human Resources, Administration, Purchasing, Water Utilities, and Information Technology departments. Prior to attending law school, Jennifer was motivated to pursue a legal career by her experience as a paralegal at White Goss in which she specialized in bringing development to communities. Jennifer grew up in Cape Girardeau, Missouri.

Education

University of Missouri-Kansas City, J.D., 2004

University of Missouri-Columbia, Bachelor of Science in Business Administration, 1995

Bar Admissions

Missouri, 2004

Relevant Legal Experience

- City Attorney for the cities of Camden, Stewartsville, Bates City, Wellington, Sugar Creek, Tracy, Levasy, Raytown, Nelson, and Blue Springs, Missouri
- Village Attorney for Country Club and Agency, Missouri
- Special Counsel for human resources and employment matters to MIRMA
- General Counsel to: Downtown Excelsior Springs Community Improvement District, Westside Community Improvement District, Vintage Plaza Community Improvement District, Harrisonville Town Center Transportation Development District, and the Mount Pleasant Township Special Road District
- Assisted with special projects in: Branson (Administrative Hearing Process, Formation of 76 Entertainment Community Improvement District); Sugar Creek (Red Flag Rule training, preparation of

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jbaird@laubermunicipal.com

TIF Annual Reports, FLSA requirements); Odessa (Board of Zoning Adjustment); Pleasant Valley (financing for Fire Station building, Planning and Zoning matters); and Liberty (formation of the Historic Downtown Liberty Commercial Community Improvement District)

- Assistance with economic development projects in: Grandview, Branson, Sedalia, and Pleasant Valley
- Served as in-house legal counsel for a home rule charter city providing legal advice to the administration, finance, purchasing, human resources, information technology, planning and development, parks and recreation, and water utilities departments and provided opinions and advice to the Planning Commission, Board of Zoning Adjustment, Park Board, City Council and City Council subcommittees
- Managed several phases of a road project, drafted key real estate documents, negotiated and drafted construction contracts and settlement agreements while keeping the project team and key stakeholders informed of the progress of the project
- Conducted dangerous building and nuisance abatement hearings
- Instrumental in forming Community Improvement Districts, Transportation Development Districts, and Neighborhood Improvement Districts in the Kansas City area
- Assisted several communities with forming Enhanced Enterprise Zones
- Developed and directed approximately \$500,000,000 of commercial, office, upscale retail and mixed-use development and improvements within the Kansas City metropolitan area through the use of economic development tools, such as, Tax Increment Financing, Transportation Development District, Community Improvement District, and Neighborhood Improvement District incentives
- Complex contract negotiations for real estate development including leasing, transportation, utilities and infrastructure, and cooperative agreements

Professional Affiliations

The Missouri Bar

Missouri Municipal League

Missouri Municipal Attorneys Association

Missouri Municipal Attorneys Association Board of Directors, 2024

International Municipal Lawyer's Association

Presentations, Speaking Engagements, and Articles

Amendment 3: Labor and Employment Issues, presented a seminar regarding legalization of recreational marijuana and HR matters associated with same, April 20, 2023

Ethics in the Workplace, presented a seminar regarding ethics to the HRMA of Central West Missouri, March 14, 2023

Personnel Law – Regulations Impacting Employees, presented a seminar regarding various laws impacting government employers to the Missouri Municipal League, September 2022

MIRMA's HR1 Call Update, presented a seminar regarding HR1 call program to the Missouri Intergovernmental Risk Management Association, July 2018, July 2020

Missouri Sunshine Law, presented a seminar regarding Missouri open records to the Northwest Missouri City Clerks and Finance Officers Association, November, 2020

First Amendment and Social Media, presented a seminar regarding First Amendment Rights and social media to the Missouri Municipal Attorneys Association, October, 2020

MIRMA's New Resource, presented a seminar regarding HR1 call program and legislative update to the Missouri Intergovernmental Risk Management Association, July 2017

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jbaird@laubermunicipal.com

The Fair Labor Standards Act: Then and Now, presented a seminar on the changes to the Fair Labor Standards Act to the Missouri Association of Councils of Government, September, 2016

A Real Life Application of How a Community Improvement District Can Revitalize Your Community, presented a seminar with Vicki Vance and Lyndsey Baxter regarding how a community improvement district has helped the downtown communities of Liberty and Excelsior Springs grow and make improvements, July 2016

Ethics, Governance Process and Procedures, presented a seminar regarding ethics and conflicts of interest for elected and appointed government officials to the Pension Board Member Education, September, 2016 and September, 2017

Getting the Most Out of Your City Attorney, co-presented a seminar with Jeremy Cover of Lauber Municipal Law and Nancy Yendes, City Attorney for the City of Blue Springs, Missouri, addressing recommendations, insights, and best practices for cities to obtain effective representation from their city attorney at the Missouri Municipal League Annual Conference, September 2015

Get a 'Surge' of Funding Through Community Improvement Districts, presented a seminar on the economic benefits of forming a community improvement district to help fund improvement projects at the Missouri Downtown Revitalization Conference, July 2015

Laws Affecting Conflict of Interest Issues, presented a seminar addressing issues elected and appointed officials can face in their capacity as officials for political subdivisions as part of a series of seminar on multiple governance topics at the Lauber Municipal Law's Newly Elected Official's Training, yearly

Planning, Zoning, and Board of Adjustment, presented a seminar addressing the purpose of planning and zoning in municipalities as part of a series of seminars on multiple governance topics at the Lauber Municipal Law's Newly Elected Officials Training, yearly

Annexation, presented a seminar addressing the general process and issues with annexation as part of a series of seminars on multiple governance topics at the Lauber Municipal Law's Newly Elected Officials Training, May and June 2015

Laws Affecting Conflict of Interest Issues, presented a seminar addressing issues elected and appointed officials can face in their capacity as officials for political subdivisions at the Missouri Rural Water Association Annual Conference, March 2015

Dangerous Building, presented a training seminar to assist a newly formed Dangerous Building Committee as to the process for hearing and determining the nuisance of property for the City of Gladstone, Missouri, 2012

Voting-The Basics, presented a seminar on the basics of conducting a public meeting at the Missouri Municipal Attorneys' Association Annual Conference, July 2012

FTC 'Red Flag' Rule and the City of Sugar Creek Missouri, presented training to the City of Sugar Creek, Missouri staff regarding updates to the identity theft prevention program known as the Red Flag Rule, 2009, 2010, and 2015

FTC 'Red Flag' Rule and the City of Lawson, Missouri, presented training to the City of Lawson, Missouri staff regarding the identity theft prevention program known as the Red Flag Rule, 2009

FTC 'Red Flag' Rule and the City of Greenwood, Missouri, presented training to the City of Greenwood, Missouri staff regarding the identity theft prevention program known as the Red Flag Rule, 2009

FTC 'Red Flag' Rule and the City of Grain Valley, Missouri, presented training to the City of Grain Valley, Missouri staff regarding the identity theft prevention program known as the Red Flag Rule, 2008

Missouri Sunshine Law, Subdivision and Zoning Laws, presented a series of seminars on multiple municipal governance topics as part of the Williams & Campo Local Government Series, 2008

Workplace Violence, Sexual Harassment and the Workplace, presented a series of seminar on multiple municipal governance topics as part of the City of Lee's Summit's Safety Fair, 2005

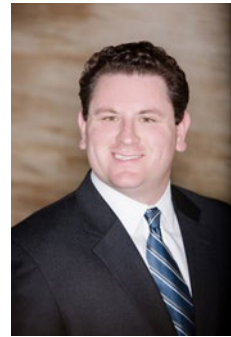
Social Media And The First Amendment, Missouri Sunshine Law, And Records Retention, The Missouri Municipal Review Vol.86, No. 2, 2021

Liquor in Missouri, Your Local Government Questions Answered, The Missouri Municipal Review (September 2016) (reprinted in the Missouri City Clerks and Finance Officers newsletter 2016)



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JEREMIAH V. COVER

MEMBER

General Overview

Jeremy Cover practices in the areas of general municipal law, municipal prosecution, economic development, dangerous building and nuisance abatement, litigation, real estate transactions, as well as regulatory and statutory compliance, including Missouri's Sunshine Law. Jeremy joined the firm in 2015 and was named a partner in 2019. He previously served as the Associate City Counselor and Assistant Prosecutor for the City of Jefferson City, Missouri, where he advised the City Council as well as numerous boards and commissions, prosecuted a wide range of City Code violations, and led the City's code enforcement task force. Prior to his work in Jefferson City, he served in court administration for Missouri's Thirteenth Judicial Circuit. In addition to his public sector service Jeremy also gained experience at a general practice law firm where he was presented with a wide range of legal issues.

Education

University of Missouri-Kansas City, J.D., 2008

University of Missouri-Kansas City, M.P.A., 2008

University of Missouri, B.S. Business Administration, 2004

Bar Admissions

Missouri, 2008

United States District Court, Western District of Missouri, 2013

Honors/Recognition

Selected as Missouri and Kansas Super Lawyers "Rising Star" 2018 for State and Local Government Law

Relevant Legal Experience

- City Attorney for the Missouri cities and villages of Independence, Lexington, Pleasant Hill, Holden, Garden City, Rich Hill, Urich, Archie, Windsor, Drexel, Appleton City, Lowry City, Brownington, Freeman, Lake Annette, Archie, East Lynne, West Line, Strasburg, and Creighton
- City Prosecutor for the Missouri cities of Windsor, East Lynne, Pleasant Hill, Urich, Brownington, Freeman, Garden City, Sedalia, and Grain Valley
- Served as the Interim City Prosecutor for the City of Blue Springs, Missouri

- Special Counsel for multiple Missouri cities including Grandview, Jefferson City, Pleasant Valley, Marshall, Moberly, and Springfield
- Served as Associate City Counselor for Jefferson City, Missouri, including the City Council, nine departments, and multiple boards and commissions
- Knowledgeable in a wide range of municipal law issues including Missouri's Sunshine Law, drafting ordinances and resolutions, contract negotiation and review, nuisance abatement, election law, and personnel issues
- Prosecutes code violations in Municipal Court
- Experienced litigator
- Conducts administrative hearings for dangerous buildings and nuisance issues
- Facilitates complex real estate transactions
- Crafted policies and procedures at the Circuit Court and Municipal Court level
- Coordinates the formation, implementation, and operation of Tax Increment Financing (TIF) projects and other economic development incentives
- Serves as City Counselor for the City of Independence

Professional Affiliations

The Missouri Bar

Missouri Municipal League

Missouri Municipal Attorney's Association

International Municipal Lawyer's Association

Missouri Municipal Attorney's Association, Municipal Prosecutors Committee (2018-present)

Missouri Municipal Attorneys Association, Board of Directors (2019-present)

Presentations and Trainings

Prosecutor Best Practices, presented a summary of policies, procedures, and best practices related to topics of interest to municipal prosecutors at the Missouri Municipal Attorneys Association Summer Seminar, October 2020

Revenue Sources and Fundamentals of Economic Development, presented an overview of the various types of statutorily authorized revenue sources for municipalities as well as economic development principles, ideas, and resources at the Missouri Municipal League Annual Conference, September 2018

Municipal Prosecution Legislative Update and Discussion, presented a summary of proposed and enacted legislation of interest to municipal prosecutors from the 2018 legislative session of the Missouri General Assembly at the Missouri Municipal Attorneys Association Summer Seminar, July 2018

Revenue Sources and Fundamentals of Economic Development, presented an overview of the various types of statutorily authorized revenue sources for municipalities as well as economic development principles, ideas, and resources at the Missouri City Clerks and Finance Officers Association Spring Institute, March 2018

Missouri Supreme Court Rule 37, co-presented a seminar with Mark Levitt regarding recent changes to Missouri Supreme Court rules related to municipal court operating standards at the Missouri Municipal Attorneys Association Summer Seminar, July 2017



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NATE DALLY

SENIOR ASSOCIATE ATTORNEY

General Overview

Nate Dally's focus is in the areas of general municipal law, municipal prosecution, employment matters, public contracts, nuisance abatement law, litigation, and ordinance and code drafting. With a robust background in public service, Nate previously served as the city attorney and city prosecutor for Carthage for 17 years and Jasper for 10 years. Additionally, he worked as an assistant prosecuting attorney for Jasper County for 20 years. He also shared his expertise as an instructor for the MSSU Police Academy. A native of Carthage Missouri, where he currently resides, with his wife Maree and their two sons.

Education

University of Missouri - J.D. 2003

University of Missouri – B.S. Political Science, emphasis on Government Service, 2000

Bar Admissions and Memberships

Missouri, 2003

Relevant Legal Experience

- Served as the City Attorney for the City of Carthage, drafting all ordinances, resolutions, and code amendments. This role involved active participation in nuisance abatement proceedings, providing comprehensive legal representation to all city departments. This multifaceted position contributed significantly to the governance and legal framework of Carthage ensuring the city's operations aligned with legal standards.
- Served as the sole prosecuting attorney for the City of Carthage and the City of Jasper.
- Served for 10 years as the Traffic and DWI, Prosecutor for Jasper County Missouri.
- Served as a Felony Trial Attorney for the Jasper County Prosecutor.
- Served as an instructor for the MSSU Police Academy instructing in Criminal Statutes and Search and Seizure Law.

Professional Affiliations

- Missouri Bar
- Member Municipal Attorneys Association
- Missouri Municipal League



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Holly M. Dodge

Senior Associate Attorney

General Overview

Holly Dodge practices in the areas of general municipal law, human resources, employment matters, public contracts, dangerous building/nuisance abatement law, municipal prosecution, litigation, public safety law, and ordinance and code drafting. She comes to Lauber Municipal Law after a long career of serving the public as an attorney for the City of Kansas City, Missouri and the Kansas City, Missouri Board of Police Commissioners. She has prosecuted in both the municipal and state courts of Kansas City, Missouri and 4th Judicial District Attorney's Office in Colorado Springs, Colorado, respectively. She along with her son currently reside in the Ozarks. Holly moved from the Kansas City, Missouri office to open the office in Springfield, Missouri in July 2023.

Education

- University of Missouri – Kansas City, J.D., 1996
- Missouri State University, Springfield, B.S. Political Science, 1993

Bar Admissions

- Missouri, 1996
- Kansas, 1997
- Colorado, 2003

Honors/Recognition

- Rich Nall Pacesetter Award, KCMO 2015

Relevant Legal Experience

- Experienced litigator in Missouri before courts and administrative hearings.
- Served as Assistant and Associate City attorney for Kansas City, Missouri in civil litigation and corporate representation. Specialized in neighborhood improvement projects through demolition and nuisance abatements.
- Served as a County Court and District Court Prosecutor for the 4th Judicial District Attorney's Office in Colorado Springs, Colorado. Also served in the Intake Division and Economic Crimes Division.

- Served as a prosecutor for the City of Kansas City, Missouri Municipal Court with assignments in Housing Court, Animal Court, and Domestic Violence Court and Appeals.
- Served as Associate General Counsel and then General Counsel for Kansas City, Missouri Police Department.

Professional Affiliations

- The Missouri Bar
- Missouri Municipal League
- Missouri Municipal Attorney Association



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JUSTIN T. ROGERS

ASSOCIATE ATTORNEY

General Overview

Justin T. Rogers joined Lauber Municipal Law in 2025, where he focuses on municipal prosecution, litigation, code and ordinance drafting, nuisance abatement, and public contracts.

On the very day he passed the bar in 2010, he independently founded Rogers Law Firm, P.L.L.C., a general practice firm in Des Moines, Iowa. His entrepreneurial spirit enabled him to represent hundreds of clients across a diverse range of legal matters, primarily in criminal and juvenile cases, gaining experience and quickly developing a reputation for excellence in advocacy. He secured countless favorable rulings, including several successful appeals before the Iowa Court of Appeals and the Iowa Supreme Court.

Mr. Rogers has extensive experience in criminal justice, having served both as a prosecutor and a United States Probation Officer, giving him a deep understanding of criminal prosecution and the realities of front-line law enforcement. As a probation officer, he worked directly with offenders, focusing on rehabilitation while ensuring compliance with the conditions of supervision. He conducted detailed investigations, assessing offenders' needs and risk factors to promote accountability and reduce recidivism. As an experienced prosecutor, he has handled thousands of criminal cases, from bench trials to first-chairing complex felony prosecutions solo. His expertise includes domestic violence, substance-related offenses, and traffic safety. His unwavering dedication to criminal justice has been recognized through numerous awards and honors, underscoring his commitment to upholding the law and serving the public.

Education

Juris Doctor, Drake University School of Law, 2010

Drake Journal of Agricultural Law, Note Editor, 2009–2010; Editorial Staff, 2008–2009.

Bachelor of Arts, Philosophy, University of Missouri—Kansas City, 2007

Bar Admissions

Iowa, 2010

United States District Court, Southern District of Iowa, 2014

Missouri, 2023

United States District Court, Western District of Missouri, 2024

Professional Affiliations

The Missouri Bar

Missouri Municipal Attorneys Association

Missouri Municipal League

Springfield Metropolitan Bar Association

Honors/Recognition

- Earned the John R. Justice Grant Program Award for demonstrating outstanding dedication to public service and advancing justice through legal advocacy.
- Earned the United States Probation and Pretrial Services National Training Academy Academic Award for exceptional academic achievement and professional training.
- Led the presentence investigation of a domestic terrorist involved in planned attacks on a major energy facility, resulting in over \$3 million in restitution.
- Specially selected to lead the presentence investigation of a defendant whose close relative was a prominent public official and a key advocate for federal drug sentencing reform.
- Developed and drafted policies and procedures to accomplish team goals, boost team performance, encourage team member collaboration, and improve teamwork-product quality.
- Accumulated thousands of courtroom hours as lead prosecutor, first-chairing numerous jury trials demonstrating strong trial advocacy in high-pressure environments.
- Appointed as Special Prosecutor for impaired driving prosecutions in external jurisdictions, ensuring consistency and fairness in legal proceedings.
- Overturned a \$1.7 million restitution award, showcasing expertise in high-stakes litigation.
- Championed parental rights in Iowa, securing an appellate ruling advancing paternal rights in the state.



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ANNA G. YENDES

ASSOCIATE ATTORNEY

General Overview

Anna Yendes practices in the areas of litigation, general municipal law, and municipal prosecution. Prior to joining the firm, Anna worked at a boutique law firm specializing in animal law, where she researched legal issues, advised and drafted municipal ordinances, served as legal counsel for animal shelters, and represented clients in both municipal and district court. Before enrolling in law school, Anna worked for one of the largest no-kill animal rescues in Southwest Missouri for over 8 years. She grew up watching both parents practice municipal law in Springfield Missouri. These experiences inspired her to attend the University of Kansas School of Law, where she graduated with a Juris Doctor in May 2021. Anna and her partner, Justin, currently reside in Springfield Missouri, along with their dog, Sandwich, and three cats, Solomon, Odin, and Kiki.

Education

- Juris Doctor, University of Kansas School of Law, 2021
- Bachelor of Science in Environmental Science, Drury University, 2014

Bar Admissions and Memberships

- Kansas, 2021
- United States District Court for the District of Kansas, 2021
- Missouri, 2024

Professional Affiliations

- American Bar Association
- Kansas Bar Association
- Missouri Municipal League
- City Attorneys Association of Kansas



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DEE DEE MEIER

Litigation Paralegal

General Overview

Dee Dee Meier joined the Lauber team in January 2023 as a Litigation Paralegal. She attended the University of Kansas and began her legal career with a small firm in Central Texas. For the past 37 years she has worked for various law firms and is proficient in many areas of law, particularly corporate, real estate, estate planning, family law and litigation. She spent the last 20 years working in litigation, 10 years with a plaintiff firm and 10 years in civil.

Dee Dee's role as Litigation Paralegal includes maintaining the litigation calendar, case preparation, document management, assisting in discovery, drafting pleadings, trial preparation and providing assistance to the attorneys.

QUALIFICATION FORM A

Authorization to Bind the Firm

I (authorized agent) Holly Dodge having authority to act on behalf of (Company name) Lauber Municipal Law do hereby acknowledge that (Company name) Lauber Municipal Law will be bound by all terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and commit to sign the Agreements if selected to provide the professional services requested in this solicitation.

FIRM NAME: Lauber Municipal Law

ADDRESS: 1855 S. National Avenue, Suite A
Street

ADDRESS: Springfield, Missouri 65804
City State Zip

PHONE: 417.605.3400

E-MAIL: hdodge@laubermunicipal.com



Holly Dodge, Springfield Practice Area Leader

5/01/25
Date

Attachment A
Legal Services Application

Part 1: Firm Information

Firm Name: Lauber Municipal Law

Physical address of branch/office providing service to Monett, Missouri:

<u>1855 S. National Avenue, Suite A</u>	<u>Springfield,</u>	<u>Missouri</u>	<u>65804</u>
Street	City	State	Zip

Firm Point of Contact for this Service:

Nate Dally, Senior Attorney
Name, Title

Point of contact phone: 417.605.3404 (office) 816.927.9504 (mobile)

Point of contact email: ndally@laubermunicipal.com

Firm website address: laubermunicipallaw.com

Firm's date of establishment (year only): 2010

Main areas of practice: municipal
Attach additional response as needed

Missouri Circuit Courts in which firm has significant numbers of appearances:

Jackson, Cass, Platte, Cole, Jasper, Lawrence, Greene
Attach additional response as needed

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Part 2: Individual Staff Information for the position desired

City Attorney designee: Nate Dally

Resume attached to Response

Other professional and paraprofessional staff who may be tasked with supporting this agreement:

Attorneys - Joseph G. Lauber, Jennifer Baird, Jeremy V. Cover, Holly Dodge, Justin Rogers and Anna Yendes

Paralegals– Dee Dee Meier

Resumes attached to Response

Part 3. Relevant Firm Experience

Briefly state firm experience providing legal services to municipal clients generally and third-class cities in Missouri specifically. Please note that Monett follows a Commissioner form of Governance. Response should specifically address:

- Specific duties and responsibilities identified for the City Attorney in the Scope of Service on pages 3, 4 and 5 of this documents.

All attorneys dedicate their practice exclusively to the practice of municipal law and only on behalf of political subdivisions; no attorneys practice outside of municipal law nor do any of us represent private parties against political subdivisions. Specifically, each of our attorneys is highly experienced with all facets of general municipal law, the Missouri Sunshine Law, and general contract law, including but not limited to Roberts Rules of Order, Missouri Revised Statutes (RSMO), and city ordinances throughout the state. Members of the firm are experienced in drafting and reviewing legal agreements, opinions, bonds, contracts, ordinances, resolutions, staff reports, and other written instruments.

- City Attorney Municipal service to Missouri city(ies) of similar population and complexity as Monett.

Aurora, Willard, Pleasant Hill, Harrisonville, Peculiar

- Experience working as City Attorney for Missouri municipalities with a Commissioner form of Governance.

Experience in this area is necessarily limited in practice, as Monett is the only city in the State of Missouri that currently operates under a Commission form of government. While we have not served as City Attorney for a municipality with a Commission form of governance, Nate Dally, has studied and presented on the topic as part of his work with the Missouri Municipal League (MML). Specifically, he conducted research on the various forms of municipal government in Missouri, including the Commission form, and presented on these structures for MML audiences, in Monett. This background gives us familiarity with the framework, statutory authority, and operational distinctions of the Commission model, despite not having directly served a city with that form.

Currently Joseph Lauber is Special Counsel for the City.

Respond below or on separate document as is convenient.

Part 4: Firm References

Provide a minimum of three client references for work of similar scope and complexity.

Carrie Howlett, Interim City Manager/Community Development Director
City of Aurora, MO
2 W Pleasant St
PO Box 30
Aurora, MO 65605
Telephone: (417) 678-5121 Ext 320
Email: chowlett@auroramo.gov

Wesley Young, City Administrator
City of Willard, Missouri
224 W. Jackson
Willard, Missouri 65781
Telephone: (417) 742-3033
Email: ca@cityofwillard.org

Traci Cox, Interim City Administrator
City of Carthage, Missouri
326 Grant Street
Carthage, Missouri 64836
Telephone: (417) 237-7003
Email: t.cox@carthagemo.gov

Attachment C

Draft Legal Services Agreement

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES



LAUBER MUNICIPAL LAW

Serving those who serve the public

April 30, 2025

City of Monett, Missouri
Attn: City Clerk
217 5th Street
Monett, MO 65708

RE: *City Attorney Legal Services*

Dear City Clerk:

Lauber Municipal Law (the "Firm") is grateful for the opportunity to provide City Attorney legal services to the City of Monett (the "Matters"). I am submitting this letter to you to serve as the written agreement for my firm's engagement to provide legal services to the City concerning the matter.

The City will be our client for this engagement. I will primarily be responsible for the engagement on behalf of the Firm; however, other experienced municipal attorneys in our firm may also provide legal services pursuant to this engagement. The scope of this engagement will be limited to the provision of legal services for the Matters described above unless otherwise directed by you.

In consideration for the City naming our firm as its official City Attorney, the hourly rate for Basic Services for all attorneys is set at \$195 per hour, which is discounted from our normal municipal rate of \$240 per hour. Any work completed by law clerks or paralegals (non-attorneys) will be billed at \$100 per hour. The Firm reserves the right to charge an hourly rate less than those indicated in this agreement at its sole discretion. The hourly rates for Basic Services are subject to annual adjustment as described in the Additional Terms of Engagement. We take seriously what we believe is our responsibility to provide legal services within the City's budgetary resources.

The City is not required to utilize a minimum number of hours of Basic Services each month. We bill the hourly rates in one-tenth hour increments and provide the City with detailed monthly statements after services have been provided. If such matters arise, the hourly rate for Special Matters will be \$240.00 per hour for all attorneys. The rate for work billed by non-attorneys will remain at \$100 per hour. The hourly rates for Special Matters are also subject to annual adjustment as described in the Additional Terms of Engagement.

Basic Services include items such as attending meetings of the Commissioners, drafting ordinances, participating in telephone calls and meetings with City officials, reviewing contracts, personnel issues, routine litigation matters, etc. (i.e., providing the City with basic legal representation regarding the conduct of its day-to-day business).

Special Matters, which involve more technical issues that require a higher level of expertise, would include **only**: 1) complex litigation; 2) economic development incentive matters; and 3) any matter deemed a Special Matter by the mutual agreement of the City and the Firm. For economic development matters that are reimbursed by the applicant or project pursuant to a funding agreement, the hourly rate will be at the Firm's then-current economic development rate, which is currently \$320 per hour. Economic development matters not reimbursed by an applicant or project pursuant to a funding agreement will be charged at the Special Matters rate of \$240 per hour. ***We will not conduct work on Special Matters without prior approval from the City's duly authorized representative.*** Please note that any matter which is not classified as a Special Matter is automatically considered Basic Services.

The enclosed Additional Terms of Engagement will govern the general terms of this relationship unless otherwise agreed to in this engagement letter. If you have any questions concerning the terms of this engagement, or if you ever have a question about our charges, or their reasonableness, please contact us at your convenience to discuss the matter. Our engagement as city attorney will begin upon my receipt of a signed copy of this agreement (by email, fax, U.S. Mail or hand delivery). I look forward to a continued good and productive relationship.

Kindest regards,

LAUBER MUNICIPAL LAW

Holly Dodge
hdodge@laubermunicipal.com

CITY OF MONETT, MISSOURI

Accepted and agreed:

(signature)

(date)

By: _____
(name), (title)



LAUBER MUNICIPAL LAW

Serving those who serve the public

Additional Terms of Engagement

Lauber Municipal Law, (the “Firm”), appreciates the opportunity to serve you. Our goal is to provide legal services that address your legal needs effectively and efficiently through our offices in Lee’s Summit, Jefferson City, and Springfield. The following information explains the client service practices and billing procedures that apply to our representation of your interests (unless you have reached a different written understanding with us). We encourage you to discuss these practices with us whenever you have questions during this engagement.

Provision of Legal Services. This engagement is for the provision of professional legal services, and not for the provision of business, personal, accounting, technical, or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

Entire Agreement. The accompanying engagement letter together with these Additional Terms of Engagement shall constitute the entire agreement between us concerning the engagement, and shall not be modified or supplemented, except in a subsequent writing signed by the parties. These documents are intended to supersede all prior documents related to the same matter.

Expectations. Upon hiring the Firm, you have put at your disposal the resources of multiple attorneys who practice municipal law exclusively; in essence, you have hired a full law department. To serve the needs of all our municipal clients quickly and efficiently, it is our business practice to attempt to acknowledge all calls and e-mails within one business day of when they are received. We generally prefer that you contact us via e-mail or call our office at (816) 525-7881, unless you have a different arrangement with your primary attorney. Text messages or calls to our cell phones are not as easy to track and should generally be limited to matters requiring immediate attention. Text messages or calls to our cell phones should not be used to communicate general requests for work to be completed. Messages received after 5:00 p.m. will be treated as though received on the following business day. We will make every effort to complete assignments communicated to us using appropriate channels within five business days. If a situation exists that requires a more immediate response or completion date, be sure to communicate this at the time you contact us regarding the matter. Please be sure to allow our attorneys adequate time to review documents and provide solutions prior to your meeting packet deadlines.

Subcontractors. From time-to-time, it may be necessary for us to engage subcontractors to assist in the provision of services to you. It is agreed that we are not authorized to engage any such subcontractors without the prior approval of authorized City officials.

Periodic Billings for Legal Services. It is our policy to render periodic statements for legal services monthly. We will base these periodic statements on the hourly rates set forth in the attached Engagement Letter. Statements will be due upon receipt and are to be paid no later than 30 days following the invoice date. If any statement amount remains unpaid 30 days after the invoice date, the Firm reserves the right at its sole discretion to elect to charge a reasonable late fee or to terminate its services, or both, consistent with applicable Rules of Professional Conduct.

Annual Rate Adjustment. All hourly rates for legal services provided by the Firm are subject to annual adjustment, at the sole discretion of the Firm, with written notice of at least thirty days.

Client Disbursements. Some matters require, from time to time, certain monetary advances to be made on your behalf by the Firm. Some “client disbursements” represent out-of-pocket charges that the Firm advances, while others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, etc.). It is understood that while acting as your attorney, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. Substantial individual items in excess of \$250, such as expert witness fees, court reporter fees, deposition transcripts, etc., may be billed directly to you by the vendor of such services.

File Retention. After the Firm’s services conclude, you may obtain the file for this engagement from the applicable office. If you do not obtain the file, we will retain it for a period of six years after the matter is closed. If you do not obtain the file before the end of the six-year period, the Firm will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the six-year period, you may obtain the file.

Disbursements and Other Charges. We may charge the City for certain expense items listed below that we provide in connection with the legal services:

Photocopying. We will not charge the City for in-house photocopies which do not exceed 100 copies in a month. If in-house photocopies exceed 100 in a month, then we reserve the right to charge \$0.15 per page (or the Firm’s cost, whichever is less) but only for each page over 100 in number. If the need to utilize an outside copy service arises, we only bill the actual cost incurred for photocopying without markup.

Computer Research. We do not charge for the Firm’s service agreement with LexisNexis or other electronic provider of legal research resources.

Telecommunications. We do not charge for local or long-distance phone calls or facsimiles.

Mail/Messengers. We do not charge for regular mail; however, bulk mailings, packages and special postal services may be charged at the Firm’s actual cost. Messengers are used as appropriate to assure expedited delivery. The actual cost of such messenger services is charged without markup.

Travel. Unless we have a different written agreement with you, we will not bill for the first 30 minutes of travel to and from the applicable Firm office to City Hall. To the extent requested by the City, electronic attendance via Zoom or similar video platform is available as a cost-effective substitute for in-person meetings.

Internet Usage. We regularly use the Internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of Internet communications during your representation by us unless we are instructed otherwise.

Termination of Services. You may terminate the services of Lauber Municipal Law at your discretion by giving us 30 days written notice of termination. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Termination by us will be effective upon 30 days written notice delivered to you. Our termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

Questions. One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services, billing, or payment status of your account to your primary attorney or one of the Firm’s partners.

BILL NO. 9068

RESOLUTION NO. 9068

**A RESOLUTION AUTHORIZING THE CITY COUNCIL OF MONETT, MISSOURI,
TO AWARD AN ENGAGEMENT LETTER FOR THE SERVICES OF CITY
ATTORNEY.**

WHEREAS, the City of Monett has a need for legal counsel for city operations; and

WHEREAS, the need for legal counsel is specific to the operations of city government and municipalities; and

WHEREAS, the City recognizes the need for legal services with expertise and experience in government affairs; and

WHEREAS, the law firm of _____ meets the desired needs for governmental legal counsel.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF MONETT, MISSOURI AS FOLLOWS:**

SECTION ONE: An engagement letter be approved between The City of Monett and _____.

SECTION TWO: The letter carry a three-year term of service unless terminated by either party as defined.

SECTION THREE: The engagement of _____ service begin with the approval of this resolution.

Whereupon a roll call vote was taken:

Ayes: _____

Nayes: _____

Passed and approved this 8th day of May, 2025

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk

Resolution No. 9068



Randy Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

www.cityofmonett.com
217 Fifth Street • Monett, Missouri 65708
(417) 235-3763

Staff Report

To: Mayor & Commissioners

From: Mickey Ary – City Administrator

Date: April 24, 2025

Re: Selection of Special Council for Economic Growth

GENERAL INFORMATION

When developing growth plans, it is critical to have legal counsel with experience of economic development. Legal counsel with municipal economic development experience will benefit the city.

PROPOSAL

Engage in the service of Lauber Municipal Law for special counsel for economic development. Lauber Law has multiple years of developing economic growth projects for cities in Missouri. Joe Lauber is a former member of the Board of Directors for Missouri Main Street.

RECOMMENDATION

- Approval of Resolution No. 9069 at the May 8th Council Meeting to engage Lauber Municipal Law.

ATTACHMENTS

- Special Counsel Letter





LAUBER MUNICIPAL LAW

Serving those who serve the public

April 10, 2025

City of Monett
Attn: Mickey Ary, City Administrator
217 5th St
Monett, Missouri 65708

RE: *Special Counsel-Economic Development Legal Services*

Dear Mr. Ary:

Lauber Municipal Law (the "Firm") is grateful for the opportunity to provide Special Counsel-Economic Development legal services to the City of Monett (the "Matters"). I am submitting this letter to you to serve as the written agreement for my firm's engagement to provide legal services to the City concerning the matter.

The City will be our client for this engagement. I will primarily be responsible for the engagement on behalf of the Firm; however, other experienced municipal attorneys in our firm may also provide legal services pursuant to this engagement. The scope of this engagement will be limited to the provision of legal services for the Matters described above unless otherwise directed by you.

For economic development matters that are reimbursed by a project or an applicant pursuant to a funding agreement, the hourly rate will be at the Firm's then-current economic development rate, which is currently \$320 per hour. Economic development matters not reimbursed by an applicant or project pursuant to a funding agreement will be charged at the standard rate of \$260 per hour. Any work completed by law clerks or paralegals (non-attorneys) will be billed at \$100 per hour.

The City is not required to utilize a minimum number of hours each month. We bill the hourly rates in one-tenth hour increments and provide the City with detailed monthly statements after services have been provided.

The enclosed Additional Terms of Engagement will govern the general terms of this relationship unless otherwise agreed to in this engagement letter. If you have any questions concerning the terms of this engagement, or if you ever have a question about our charges, or their reasonableness, please contact us at your convenience to discuss the matter. Our engagement as special counsel-economic development legal services will begin upon my receipt of a signed copy of this agreement.

(by email, fax, U.S. Mail or hand delivery). I look forward to a continued good and productive relationship.

Kindest regards,

LAUBER MUNICIPAL LAW



Joseph G. Lauber

CITY OF MONETT, MISSOURI

Accepted and agreed:

(signature)

(date)

By: _____
(name), (title)



LAUBER MUNICIPAL LAW

Serving those who serve the public

Additional Terms of Engagement

Lauber Municipal Law (the “Firm”) appreciates the opportunity to serve you. Our goal is to provide legal services that address your legal needs effectively and efficiently through our offices in Lee’s Summit, Jefferson City, and Springfield. The following information explains the client service practices and billing procedures that apply to our representation of your interests (unless you have reached a different written understanding with us). We encourage you to discuss these practices with us whenever you have questions during this engagement.

Provision of Legal Services. This engagement is for the provision of professional legal services, and not for the provision of business, personal, accounting, technical, or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

Entire Agreement. The accompanying engagement letter together with these Additional Terms of Engagement shall constitute the entire agreement between us concerning the engagement, and shall not be modified or supplemented, except in a subsequent writing signed by the parties. These documents are intended to supersede all prior documents related to the same matter.

Expectations. Upon hiring the Firm, you have put at your disposal the resources of multiple attorneys who practice municipal law exclusively; in essence, you have hired a full law department. To serve the needs of all our municipal clients quickly and efficiently, it is our business practice to attempt to acknowledge all calls and e-mails within one business day of when they are received. We generally prefer that you contact us via e-mail or call our office at (816) 525-7881, unless you have a different arrangement with your primary attorney. Text messages or calls to our cell phones are not as easy to track and should generally be limited to matters requiring immediate attention. Text messages or calls to our cell phones should not be used to communicate general requests for work to be completed. Messages received after 5:00 p.m. will be treated as though received on the following business day. We will make every effort to complete assignments communicated to us using appropriate channels within five business days. If a situation exists that requires a more immediate response or completion date, be sure to communicate this at the time you contact us regarding the matter. Please be sure to allow our attorneys adequate time to review documents and provide solutions prior to your meeting packet deadlines.

Subcontractors. From time-to-time, it may be necessary for us to engage subcontractors to assist in the provision of services to you. It is agreed that we are not authorized to engage any such subcontractors without the prior approval of authorized City officials.

Periodic Billings for Legal Services. It is our policy to render periodic statements for legal services monthly. We will base these periodic statements on the hourly rates set forth in the attached Engagement Letter. Statements will be due upon receipt and are to be paid no later than 30 days following the invoice date. If any statement amount remains unpaid 30 days after the invoice date, the Firm reserves the right at its sole discretion to elect to charge a reasonable late fee or to terminate its services, or both, consistent with applicable Rules of Professional Conduct.

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File Retention. After the Firm’s services conclude, you may obtain the file for this engagement from the applicable office. If you do not obtain the file, we will retain it for a period of six years after the matter is closed. If you do not obtain the file before the end of the six-year period, the Firm will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the six-year period, you may obtain the file.

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Telecommunications. We do not charge for local or long-distance phone calls or facsimiles.

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Travel. Unless we have a different written agreement with you, we will not bill for the first 30 minutes of travel to and from the applicable Firm office to City Hall. To the extent requested by the City, electronic attendance via Zoom or similar video platform is available as a cost-effective substitute for in-person meetings.

Internet Usage. We regularly use the Internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of Internet communications during your representation by us unless we are instructed otherwise.

Termination of Services. You may terminate the services of Lauber Municipal Law, at your discretion by giving us 30 days written notice of termination. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Termination by us will be effective upon 30 days written notice delivered to you. Our termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

Questions. One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services, billing, or payment status of your account to your primary attorney or one of the Firm’s partners.

BILL NO. 9069

RESOLUTION NO. 9069

A RESOLUTION AUTHORIZING THE CITY COUNCIL OF MONETT, MISSOURI TO ENTER INTO AN AGREEMENT FOR THE SERVICES OF SPECIAL COUNSEL FOR ECONOMIC DEVELOPMENT.

WHEREAS, the City of Monett has a rich history of economic development; and

WHEREAS, there are opportunities for additional economic growth and development for the City; and

WHEREAS, the City recognizes the need for specific legal services for economic development; and

WHEREAS, the law firm of Lauber Municipal Law LLC meets the desired needs for legal counsel for economic development and services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONETT, MISSOURI AS FOLLOWS:

SECTION ONE: An engagement letter be approved between The City of Monett and Lauber Municipal Law LLC for Special Counsel – Economic Development Legal Services.

SECTION TWO: The engagement letter carries a three-year term of service unless terminated by either party as defined.

SECTION THREE: The engagement of Lauber Municipal Law LLC services begins with the approval of this resolution.

Whereupon a roll call vote was taken:

Ayes: _____

Nays: _____

Passed and approved this 8th day of May, 2025

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk



Randy Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

www.cityofmonett.com
217 Fifth Street • Monett, Missouri 65708
(417) 235-3763

Staff Report

To: Mayor & Commissioners

From: City Administrator

Date: May 8th, 2025

Re: Formation of the Economic Development Committee

GENERAL INFORMATION

The Council discussed in Work Session the need for focused concentration on economic development for the City of Monett. The City has utilized the services of consulting firms in the past to stimulate development. The Council has chosen to all the City Administrator to lead the efforts for economic development. This includes but is not limited to building coalitions with like-minded organizations, businesses, and individuals.

The formation of the Economic Development Committee is aligned with City Ordinance:

Section 112.010 Definitions

PUBLIC GOVERNMENTAL BODY

Any legislative, administrative or governmental entity created by the Constitution or Statutes of this State, orders or ordinances of the City, judicial entities when operating in an administrative capacity or by executive order, including:

1. Any advisory committee or commission appointed by the Mayor or City Council.

Section 110.130 Mayor To Call Council To Order, Cause Roll To Be Read, Etc.

[R.O. 2012 §110.130; CC 1979 §2-16; Ord. No. 229 §1, 11-6-1934]

A quorum being present, the Mayor shall call the Council to order and cause the roll to be called and the minutes of the last session to be read, at which time the mistakes, if any, shall be corrected. The Mayor shall preserve order and decorum and shall decide all questions of order, subject to an appeal to the Council. He/she shall appoint all committees, subject to the concurrence therein of the Council.



PROPOSAL

Appoint the individuals as listed on the attached sheet to the Economic Development Committee for the City of Monett, Missouri through approval of resolution.

RECOMMENDATION

Approval of Resolution No. 9070 to establish membership of the Economic Development Committee as outlined in ordinance.

ATTACHMENTS

- Resolution No. 9070
- Membership list of the Economic Development Committee



Economic Development Council

An Economic Development Council (EDC) is an organization focused on promoting economic growth and development within a city, county, or region, by attracting businesses, creating jobs, and improving the overall quality of life.

The goal of the Monett EDC is to bring decision makers of key community organizations together which focus on, engage in, or promote the economic growth of the City of Monett and the surrounding region.

Potential Members of the EDC:

- | | |
|---|------------------|
| ▪ MIDC | Darrin Newbold |
| ▪ Monett Main Street | Alyssa Vaughn |
| ▪ Chamber of Commerce | Brad Hill |
| ▪ City of Monett Staff | Mickey Ary |
| ▪ Elected Official | Randy Burke |
| ▪ Representative from the Health Sector | Andrea McKay |
| ▪ Representative from the Educational Sector | Mark Drake |
| ▪ Representative from the Entertainment Sector | Amanda Lee |
| ▪ Representative from the Industrial Sector | Jack Williams |
| ▪ Representative from the Land Development Sector | Mark Noriega |
| ▪ Representative from the Technology Sector | (Jack Henry Rep) |
| ▪ At-Large Member | Donna Beckett |
| ▪ At-Large Member | Jeff Scott |

Scope of Work:

- Development Luncheons will be held for targeted sectors looking potential development or expansion in Monett or the region.
- Information and Research focused on key contributors for economic development.
- Target Campaigns for void sectors and market leakage.
- Innovative marketing methods and strategies to enhance quality economic growth.
- Host site visits for corporate and development groups.

Working in Conjunction:

- Strategic Plans for key Organizations.
- Comprehensive Plan of the City of Monett.
- State and Federal incentives for economic growth.
- Data research for economic development organizations.

Meeting Location: City Park Casino 101 South Lincoln, Monett, MO 65708

BILL NO. 9070

RESOLUTION NO. 9070

**A RESOLUTION AUTHORIZING THE CITY COUNCIL OF MONETT, MISSOURI TO
ESTABLISH THE ECONOMIC DEVELOPMENT COMMITTEE.**

WHEREAS, the City of Monett desires to enhance the growth of the City through planned economic development; and

WHEREAS, the methods for development must ensure quality growth which benefits the citizens of the City; and

WHEREAS, the City recognizes the need for leadership to bring about quality economic development; and

WHEREAS, the establishment of the Economic Development Committee will assist in quality growth.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF MONETT, MISSOURI AS FOLLOWS:**

SECTION ONE: Establishment of the Economic Development Committee.

SECTION TWO: The membership shall be based on expertise, organizational involvement, and economic sectors.

SECTION THREE: The membership shall include those listed on the attached membership sheet.

SECTION FOUR: Membership can be expanded or decreased as needed to meet the goal of quality economic development for the City of Monett.

Whereupon a roll call vote was taken:

Ayes: _____

Nayes: _____

Passed and approved this 8th day of May, 2025

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk

Resolution No. 9070



Randy Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

www.cityofmonett.com
217 Fifth Street • Monett, Missouri 65708
(417) 235-3763

Staff Report

To: Mayor Burke, Commissioner Indovina, Commissioner Gaspar

From: Skip Schaller, Utilities Superintendent

Date: May 8, 2025

Re: Resolution and attachments for authority to sign documents for Stockton Lake reallocation

GENERAL INFORMATION

Monett is a member of the Southwest Missouri Joint Municipal Water Utility Commission (SMJMUC). The City was one of the founding members of Tri-State Water Coalition with a goal to secure long term water security for the region. SMJMUC was formed later as the business arm of Tri-State. It has been a nearly 15 year process working with the Corp of Engineers to work through a reallocation for Stockton Lake. This is the first step in locking in a long term water supply for Monett.

PROPOSAL

This is a resolution to allow the City Administrator or his designate to sign contracts between the City of Monett and the Southwest Missouri Joint Municipal Water Utility committing the city to pay for the city's share of the total reallocation.

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

Exhibit A: Federal Storage Contract, Exhibit B: SMJMUC Subcontract



**RESOLUTION DELEGATING AUTHORITY TO ENTER A SUBAGREEMENT
BETWEEN
THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY
COMMISSION AND CITY OF MONETT
REGARDING REALLOCATED WATER STORAGE SPACE IN STOCKTON LAKE**

WHEREAS, the Southwest Missouri Joint Municipal Water Utility Commission (“JMUC”) is a Joint Municipal Utility Commission formed under the Joint Municipal Utility Commission Act, Revised Statutes of Missouri Section 393.700 *et seq.*;

WHEREAS, the City of Monett is a member of JMUC;

WHEREAS, JMUC was created to develop water supply projects for Southwest Missouri to meet projected future needs for the City of Monett and other members;

WHEREAS, to this end, JMUC has been working with the U.S. Army Corps of Engineers (“Corps”) for many years to secure a “storage contract” authorizing JMUC and/or its members to use storage in that project for water supply purposes;

WHEREAS, JMUC has reason to believe that the Corps will enter into a storage contract substantially similar to the draft attached as Exhibit A in the near future (the “Storage Contract”);

WHEREAS, JMUC anticipates the Storage Contract will grant JMUC a permanent right to utilize 90,790 acre-feet of storage space in Stockton Lake to store water for municipal and industrial water supply, which is expected to provide a safe yield of approximately 38 million gallons per day (“mgd”);

WHEREAS, JMUC further anticipates the Storage Contract will obligate JMUC to make annual “first cost” payments to the Corps of approximately \$2 million per year; occasional additional payments for “repair, rehabilitation, and maintenance costs,” which will be incurred as needed; and additional annual payments to cover “operations and maintenance costs” at Stockton Lake;

WHEREAS, before executing any contract with the Corps, JMUC must have subagreements in place with participating members to pay these costs;

WHEREAS, JMUC anticipates entering into “pass-through” subcontracts with its members, which will suballocate a portion of JMUC’s storage space to each member in exchange for an agreement to pay a proportional share of JMUC’s costs (the “Water Storage Subcontract”);

WHEREAS, JMUC anticipates that the pass-through subcontracts will be substantially similar to the template contract as Exhibit B (the “Template Subcontract”) (i.e., capped at 10% over the dollar amounts shown in Article 3, paragraphs (a)(1)(a)(1) and (2) but could be lower);

WHEREAS, time is of the essence in formally executing subagreements once the pass-through subcontracts have been reviewed and approved by the Corps.

NOW, THEREFORE, BE IT RESOLVED THAT the Commission for the City of Monett hereby desires to enter into a Water Storage Subcontract with JMUC substantially similar to the Template Subcontract, and hereby authorizes the City Administrator or their designated representative to execute any and all documents necessary in order to bind the City of Monett to such Water Storage Subcontract.

Whereupon a roll call vote was taken:

Ayes: _____

Nayes: _____

Passed and approved this 8th day of May, 2025

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk

WATER STORAGE AGREEMENT
BETWEEN THE DEPARTMENT OF THE ARMY
AND
SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION

FOR
REALLOCATED WATER STORAGE SPACE IN STOCKTON LAKE

THIS AGREEMENT, entered into this ____ day of _____, 2024, by and between THE DEPARTMENT OF THE ARMY (hereinafter called the "Government") represented by the District Engineer executing this agreement, and Southwest Missouri Joint Municipal Water Utility Commission (hereinafter called the "User");

WITNESSETH THAT:

WHEREAS, the Flood Control Act of 1954 (Public Law 780, 83rd Congress), authorized the construction, operation, and maintenance of Stockton Lake on the Sac River, Missouri, (hereinafter called the "Project"); and

WHEREAS, the User desires to enter into an agreement with the Government for the use of storage for municipal and industrial water supply added to the Project by reallocation, and for payment of the cost thereof in accordance with the provisions of the Water Supply Act of 1958, as amended (43 U.S.C. 390b-f); and

WHEREAS, the User as shown in Exhibit "A", attached to and made a part of this agreement, is empowered to enter into an agreement with the Government and is vested with all necessary powers of accomplishment of the purposes of this agreement.

NOW, THEREFORE, the Government and the User agree as follows:

ARTICLE 1 - Water Storage Space.

a. Project Modification. The Government, subject to the directions of Federal law and any limitations imposed thereby, shall modify the allocation of storage space in the Project so as to include therein space for the storage of water by the User.

b. Rights of User.

(1). The User shall have the right to utilize an undivided 13.07 percent (estimated to contain 90,790 acre-feet after adjustment for sediment deposits) of the usable conservation storage space in the Project (see column (5) of Exhibit B-1) between elevations 830.0 feet and 868.9 feet above National Geodetic Vertical Datum (NGVD), which is estimated to contain 694,715 acre-feet after adjustment for sediment deposits. The User's storage space is to be used to impound water for present demand or need for municipal and industrial water supply. This storage space is to be used in two in two stages:

a. Stage 1 Storage. Commencing on the Execution Date, User shall have the right to utilize 45,395 acre-feet of storage within the above-mentioned elevations.

b. Stage 2 Storage. Upon (i) User's notification to the Government that it is ready to utilize additional storage or (ii) fifteen years after the Execution Date, whichever is earlier, User shall have the right to utilize an additional 45,395 acre-feet of storage within the above-mentioned elevations.

(2). The User shall have the right to withdraw water from the lake, or to request releases to be made by the Government through the outlet works of the Project, subject to the provisions of Article 1c and to the extent the aforesaid storage space will provide; and shall have the right to construct all such works, plants, pipelines, and appurtenances as may be necessary and convenient for the purpose of diversion or withdrawals, subject to the approval of the District Engineer as to design and location. The grant of an easement for right-of-way, across, in and upon land of the Government at the Project shall be by a separate instrument in a form satisfactory to the Secretary of the Army, under the authority of and in accordance with the provisions of 10 U.S.C. 2668 and such other authorities as may be necessary. Subject to the conditions of such easement, the User shall have the right to use so much of the Project land as may reasonably be required in the exercise of the rights and privileges granted under this agreement.

c. Rights Reserved. The Government reserves the right to control and use all storage in the Project in accordance with authorized Project purposes. The Government further reserves the right to take such measures as may be necessary in the operation of the Project to preserve life and/or property, including the right not to make downstream releases during such periods of time as are deemed necessary, in its sole discretion, to inspect, maintain, or repair the Project.

d. Quality or Availability of Water. The User recognizes that this agreement provides storage space for raw water only. The Government makes no representations with respect to the quality or availability of water and assumes no responsibility therefor, or for the treatment of the water.

e. Sedimentation Surveys.

(1). Sedimentation surveys will be made by the District Engineer during the term of this agreement at intervals not to exceed fifteen (15) years unless the District Engineer determines that such surveys are unnecessary. When, in the opinion of the District Engineer, the findings of such survey indicate any Project purpose will be affected by unanticipated sedimentation distribution, there shall be an equitable redistribution of the sediment reserve storage space among the purposes served by the Project including municipal and industrial water supply, recognizing that the Project will continue to be regulated to reduce flooding downstream from the dam. Adjusted pool elevations will be rounded to the nearest one-half foot. Such findings and the storage space allocated to municipal and industrial water supply shall be defined and described as an exhibit, which will be made a part of this agreement, and the water control manual will be modified accordingly.

(2). The Government assumes no responsibility for deviations from estimated rates of sedimentation, or the distribution thereof. Such deviations may cause unequal distribution of sediment reserve storage greater than estimated, and/or encroachment on the total storage at the Project.

f. Dependable Yield Mitigation Storage. In addition to the 90,790 acre-feet of water supply storage space acquired by the User, the User will pay for an additional 2,320 acre-feet of dependable yield mitigation storage.

ARTICLE 2 - Regulation of and Right to Use of Water. The regulation of the use of water withdrawn or released from the aforesaid storage space shall be the sole responsibility of the User. The User has the full responsibility to acquire in accordance with State laws and regulations, and, if necessary, to establish or defend, any and all water rights needed for utilization of the storage provided under this agreement. The Government shall not be responsible for diversions by others, nor will it become a party to any controversies involving the use of the storage space by the User except as such controversies may affect the operations of the Project by the Government.

ARTICLE 3 - Operation and Maintenance. The Government shall operate and maintain the Project and the User shall pay to the Government a share of the costs of such operation and maintenance as provided in Article 5c. The User shall be responsible for operation and maintenance of all installations and facilities which it may construct for the diversion or withdrawal of water, and shall bear all costs of construction, operation and maintenance of such installations and facilities.

ARTICLE 4 - Measurement of Withdrawals and Releases. The User agrees to furnish and install, without cost to the Government, suitable meters or measuring devices satisfactory to the District Engineer for the measurement of water which is withdrawn from the Project by any means other than through the Project outlet works. The User shall furnish to the Government monthly statements of all such withdrawals. Prior to the construction of any facilities for withdrawal of water from the Project, the User will obtain the District Engineer's approval of the design, location and installation of the facilities including the meters or measuring devices. Such devices shall be available for inspection by Government representatives at all reasonable times. Releases from the water supply storage space through the Project outlet works shall be made in accordance with written schedules furnished by the User and approved by the District Engineer and shall be subject to Article 1c. The measure of all such releases shall be by means of a rating curve of the outlet works, or by such other suitable means as may be agreed upon prior to use of the water supply storage space.

ARTICLE 5 - Payments. In consideration of the right to utilize the aforesaid storage space in the Project for municipal and industrial water supply purposes, the User shall pay the following sums to the Government:

a. Cost of Storage.

(1). The User shall repay to the Government, at the times as hereinafter specified, the amounts stated below which, as shown in Exhibit B-II attached to and made a part of this agreement, constitute the entire actual amount of the cost of storage allocated to the water storage right acquired by the User under this agreement. The amount of the cost is based on updated cost of storage. The costs shown in Exhibit B are for 93,110 acre-feet of storage space. Of this space 90,790 acre-feet are for the User and 2,320 acre-feet are for dependable yield mitigation storage. The interest rate to be used for purposes of computing interest on the unpaid balance will be the yield rate adjusted at five-year intervals as determined by the Secretary of the Treasury on the basis set forth in Section 932 of the 1986 Water Resources Development Act. For this agreement, the starting interest rate shall be that rate in effect at the time the agreement is approved. For FY24, such rate is 4.125 percent. Should the agreement not be signed in FY24, the amounts due herein will be adjusted to reflect the application of the appropriate rate.

(2). The cost allocated to the storage space indicated in Article 1b(1)a as being provided for the initial staged use of 45,395 acre-feet and 1,160 acre-feet for dependable yield mitigation is currently estimated at \$22,582,000 on the basis of the costs presented in Exhibit B-III. These costs shall be repaid within the life of the Project in not to exceed 30 years from the date this agreement is executed by the

Secretary of the Army or his duly authorized representative. The payments shall be in equal consecutive annual installments, adjusted at 5-year intervals as shown in Exhibit "C-I". The first payment shall be due and payable within 30 days after the User is notified by the District Engineer that this agreement is executed. Annual installments thereafter will be due and payable on the anniversary date of the date of notification. Except for the first payment, which will be applied solely to the retirement of principal, all installments shall include accrued interest on the unpaid balance at the rate provided above. The last annual installment shall be adjusted upward or downward when due to assure repayment of all of the cost of storage allocated to the storage within 30 years from the above date.

(3). The cost allocated to the storage space indicated in Article 1(b)(1)b as being provided for the second staged use of 45,395 acre-feet and 1,160 acre-feet for dependable yield mitigation is currently estimated at \$22,582,000 on the basis of the costs presented in Exhibit B, subject to further appropriate cost indexing and interest rate adjustments in accordance with Article 5a(5). These costs shall be repaid within the life of the project in not to exceed 30 years from the date of the first annual payment for the initial stage 45,395 acre-feet of storage. The payments shall be in equal consecutive annual installments, adjusted at 5-year intervals. The first annual payment shall be due and payable within 30 days after the first use of the additional 45,395 acre-feet of storage or on the January 1st following the 15th anniversary of the execution of this agreement, whichever occurs first. Annual installments thereafter will be due and payable on the anniversary date of the first payment. Except for the first payment, which will be applied solely to the retirement of principal, all installments shall include accrued interest on the unpaid balance at the rate provided above. The last annual installment shall be adjusted upward or downward when due to assure repayment of all of the cost of storage allocated to the storage within 30 years from the due date of the first annual payment for the initial 45,395 acre-feet.

(4). An estimated schedule of annual payments for the initial 46,555 acre-feet reallocation water supply costs is attached as Exhibit "C" of this contract.

(5). Subsequent to approval of the Secretary of the Army, and prior to the first payment on the initial 46,555 acre-feet of storage space and the second increment of 46,555 acre-feet of storage space by the User, Exhibit "B-II" will be adjusted to reflect application of the Civil Works Construction Cost Index System and fiscal year interest rate.

b. Repair, Rehabilitation, and Replacement (RR&R) Costs. The User will be required to pay a share of the cost of joint-use RR&R of Project features. Payment of these costs shall be made either incrementally during construction or in lump sum (including interest during construction) upon completion of construction. Upon initiation of payment for the first 46,555 acre-foot increment of storage, as described in articles 5a and 6, the User shall pay 3.245 percent of RR&R costs. The User shall pay 6.49 percent of such costs upon initiation of payment for the second 46,555 acre-feet of storage as described in Article 5a.

c. Annual Operation and Maintenance (O&M) Expense.

(1). The User will be required to pay a share of the annual experienced joint-use O&M expense of the Project. Upon initiation of payment for the first 46,555 acre-foot increment of storage, as described in Articles 5a and 6, the User shall pay 3.245 percent of O&M costs. The User shall pay 6.49 percent of such costs upon initiation of payment for the second 46,555 acre-feet of storage as described in Article 5a.

(2). Payments for O&M expense are due and payable in advance on the date for payment of the

first cost of storage as set forth in Article 5a(2) and shall be based on O&M expense for the Project in the Government fiscal year most recently ended. The amount of each annual payment will be the actual experienced O&M expense (allocated joint use) for the preceding fiscal year or an estimate thereof when actual expense information is not available.

d. Prepayment. The User shall have the right at any time to prepay the indebtedness under this Article in whole or in part, with accrued interest thereon to the date of such prepayment.

e. Delinquent Payments. Any delinquent payment owed by the User shall be charged interest at the Current Value of Funds Rate as determined by the Secretary of the Treasury that is applicable on the date that the payment became delinquent, with such penalty charge and administrative fee as may be required by Federal law or regulation. This provision shall not be construed as giving the User a choice of either making payments when due or paying interest, nor shall it be construed as waiving any other rights of the Government, at law or in equity, which might result from any default by the User.

ARTICLE 6 - Duration of Agreement. This agreement shall become effective when signed by the Secretary of the Army or his duly authorized representative and shall continue in full force and effect for the life of the Project.

ARTICLE 7 - Permanent Rights to Storage. Upon completion of payments by the User, as provided in Article 5a herein, the User shall have a permanent right, under the provisions of the Act of 16 October 1963 (Public Law 88-140, 43 U.S.C. 390e), to the use of the water supply storage space in the Project as provided in Article 1, subject to the following:

a. The User shall continue payment of annual operation and maintenance costs allocated to water supply.

b. The User shall bear the costs allocated to water supply of any necessary reconstruction, rehabilitation, or replacement of Project features which may be required to continue satisfactory operation of the Project. The District Engineer will establish such costs and repayment arrangements shall be in writing in accordance with the terms and conditions set forth in Article 5b for reconstruction, rehabilitation, and replacement costs, and be made a part of this agreement.

c. Upon completion of payments by the User as provided in Article 5a, the District Engineer shall redetermine the storage space for municipal and industrial water supply in accordance with the provisions of Article 1e. Such redetermination of reservoir storage capacity may be further adjusted from time to time as the result of sedimentation resurveys to reflect actual rates of sedimentation and the exhibit revised to show the revised storage space allocated to municipal and industrial water supply.

d. The permanent rights of the User under this agreement shall be continued so long as the Government continues to operate the Project. In the event the Government no longer operates the Project, such rights may be continued subject to the execution of a separate agreement or additional supplemental agreement providing for:

(1). Continued operation by the User of such part of the facility as is necessary for utilization of the water supply storage space allocated to it;

(2). Terms which will protect the public interest; and,

(3). Effective absolvment of the Government by the User from all liability in connection with such continued operation.

ARTICLE 8 - Release of Claims. The User shall hold and save the Government, including its officers, agents and employees harmless from liability of any nature or kind for or on account of any claim for damages which may be filed or asserted as a result of the storage in the Project, or withdrawal or release of water from the Project, made or ordered by the User or as a result of the construction, operation, or maintenance of the water supply facilities and appurtenances thereto owned and operated by the User except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE 9 - Transfers and Assignments.

a. The User shall not transfer or assign this agreement nor any rights acquired thereunder, nor suballot said water supply storage space or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this agreement, without the approval of the Secretary of the Army, or his duly authorized representative provided that, unless contrary to the public interest, this restriction shall not be construed to apply to any water that may be obtained from the water supply storage space by the User and furnished to any third party or parties, nor any method of allocation thereof.

b. Regarding approval of assignments, references to restriction of assignments shall not apply to any transfer or assignment to the United States Department of Agriculture, Rural Economic Community Development (RECD), formerly Farmers Home Administration, or its successor agency, or nominee, given in connection with the pledging of this water storage agreement as security for any loans or arising out of the foreclosure or liquidation of said loans. The User will notify the Corps in writing 15 days prior to applying for a RECD loan. A copy of the final loan instrument will be furnished to the Corps for their record.

ARTICLE 10 - Officials Not to Benefit. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

ARTICLE 11 - Covenant Against Contingent Fees. The User warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the User for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this agreement without liability or in its discretion to add to the price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 12 - Environmental Quality. During any construction, operation, and maintenance by User of any facilities, specific actions will be taken to control environmental pollution which could result from such activity and to comply with applicable Federal, State, and local laws and regulations concerning environmental pollution. Particular attention should be given to:

a. Reduction of air pollution by control of burning, minimization of dust, containment of chemical vapors, and control of engine exhaust gases, and of smoke from temporary heaters;

b. Reduction of water pollution by control of sanitary facilities, storage of fuels and other contaminants, and control of turbidity and siltation from erosion;

c. Minimization of noise levels;

d. On-site and off-site disposal of waste and spoil; and,

e. Prevention of landscape defacement and damage.

ARTICLE 13 - Federal and State Laws.

a. Compliance. In acting under its rights and obligations hereunder, the User agrees to comply with all applicable Federal and State laws and regulations, including but not limited to: 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a et seq.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.), the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)), and the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655).

b. Civil Rights Act. The User furnishes, as part of this agreement, an assurance (Exhibit D) that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241, 42 U.S.C. 2000d, et seq.) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 195 of Title 32, Code of Federal Regulations.

c. Regulatory Program. Any discharges of water or pollutants into a navigable stream or tributary thereof resulting from the User's facilities and operations undertaken under this agreement shall be performed only in accordance with applicable Federal, State, and local laws and regulations.

d. Lobbying Activities. The User furnishes, as part of this agreement, a certification (Exhibit E and if applicable, Standard Form-LLL "Disclosure of Lobbying Activities") that it will comply with Title 31 U.S.C. Section 1352 of the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions (Public Law 101-121, October 23, 1989) and Federal Acquisition Regulation 52.203-12 issued pursuant thereto.

ARTICLE 14 - Definitions.

a. First cost of storage. This is the cost assigned to the Users right to the storage space in the project. In this Agreement, the first cost of storage was developed by the updated cost of storage method and is summarized in Exhibit B-II.

b. Interest Payments.

(1). Interest on the unpaid balance. When the Project cost is amortized, this is the interest on the unpaid balance (see Exhibit C). When payments are made in "lump sum," there is no amortization schedule and therefore, no "interest on the unpaid balance."

c. Specific costs. The costs of Project features normally serving only one particular Project purpose.

- d. Joint-use costs. The costs of features used for any two or more Project purposes.
- e. Annual operation and maintenance (O&M) expense. Annual expenses funded under the O&M, General account. These expenses include the day-to-day costs to operate and maintain the Project as well as O&M costs which are not capitalized.
- f. Repair, rehabilitation and replacement (RR&R) costs. Costs funded in part under the Operation and Maintenance, General, or Construction, General accounts but not associated with first cost of storage. Such expenditures are for costly, infrequent work and are intended to ensure continued satisfactory operation of the Project. For the purposes of this agreement the term “reconstruction” used in Article 8 “Permanent Rights to Storage” shall be included in this definition of repair, rehabilitation and replacement; repayment of those costs shall be the same as described in Article 5b.
- g. Fiscal Year. Refers to the Government's fiscal year. This year begins on 1 October and ends on 30 September.
- h. Life of the Project. This is the physical life of the Project.
- i. District Engineer. Refers to the District Engineer of the Kansas City District of the United States Army Corps of Engineers, or his/her successor or designee.
- j. Dependable Yield Mitigation Storage. The use of the reallocated space for water supply storage diminishes the dependable yield of water to prior water supply users. To compensate for that loss, additional conservation storage, above and beyond the storage required by the new user, is provided and made available to the prior users. The new user pays for this space. The reallocated storage mitigation space becomes part of the total storage space jointly shared by all the water supply users.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

THE DEPARTMENT OF THE ARMY

SOUTHWEST MISSOURI JOINT MUNICIPAL
WATER UTILITY COMMISSION

Travis J. Rayfield
Colonel, U.S. Army
District Commander

Roddy Rogers
Executive Director

DATE: _____

DATE: _____

EXHIBIT A: CERTIFICATION

I, Lewis Jones, Attorney for Southwest Missouri Joint Municipal Water Utility Commission, have reviewed the foregoing agreement executed by the Executive Director, and as principal legal officer of/for Southwest Missouri Joint Municipal Water Utility Commission certify that the Executive Director is legally and financially capable of entering into the contractual obligations contained in the foregoing agreement and that, upon acceptance by the Department of the Army, it will be legally enforceable.

Given under my hand, this _____ day of _____ 20____.

Attorney for Southwest Missouri Joint

Municipal Water Utility Commission

EXHIBIT B: COST COMPUTATIONS

I - LAKE STORAGE

Feature (1)	Elevation (feet, NGCD) (2)		Usable Storage (acre-feet) <u>1/</u> (3)	Percent of	
				Usable Storage <u>2/</u> (4)	Conservation Storage <u>3/</u> (5)
Flood Control	868.9	893.9	740,674	51.60%	
Conservation	830.0	868.9	694,715	48.40%	100%
Water Supply			143,110	9.97%	20.60%
User			90,790	6.33%	13.07%
DYMS to support City Utilities			2,320	0.16%	0.33%
Other Water Supply Users (City Utilities)			50,000	3.48%	7.20%
Other Conservation Purposes Hydropower	830.0	868.9	551,605	38.43%	79.40%
Total Usable Storage			740,674	51.60%	

Notes:

1/ Storage remaining after 100 years of sedimentation from the date the project is operational and does not include dead storage and/or storage set aside for hydropower head.

2/ Used to compute the Users cost (see Exhibits B-II and B-III).

3/ This percent is used to compute the Users storage space (see Article 1b(1)).

II COST TO BE REPAID BY THE USER FOR THE REALLOCATED STORAGE SPACE

ER 1105-2-100 outlines that the nonfederal sponsor will pay for the cost of water supply storage. The cost of storage is established by calculating the highest of the benefits or revenue foregone, the replacement cost, or the updated cost of storage in the federal project. The nonfederal entity shall also be responsible for an appropriate share of the annual costs that include specific and joint-use OMRR&R costs. For the Stockton Lake Reallocation, the cost of storage is based on the updated FY2024 joint-use construction cost of \$696,244,800.00. The user's cost of storage is determined by their proportion of usable storage. Usable storage is considered the storage volumes in both the multipurpose pool and the flood control pool, which are 740,674 and 694,715 AF, respectively. Annual OMRR&R costs are included. The OMRR&R costs represent the water supply user's portion of the annual joint-use O&M or repair, rehabilitation, and replacement (RR&R) expenditures. Southwest Missouri Regional Water is responsible for 6.49% of the joint-use construction costs or \$45,164,000. In addition, the user would be responsible for 6.49% of the annual O&M and RR&R costs. The O&M costs were based on actual FY2023 joint-use expenditures of \$2,145,000, of which Southwest Missouri Regional Water would be responsible for \$140,000. Based on current information, there have not been significant RR&R costs incurred previously and none are projected for the near future. Table II describes the costs.

EXHIBIT B: (Continued)

II – COST OF STORAGE

Parameter		
Total storage required (acre-feet)	93,110	
Water supply yield (mgd)	39	
FY24 Water Supply Interest rate	4.125%	
Repayment period	30	
Flood control storage	740,674	
Multipurpose storage (830 feet to 868.9 feet NGVD 29)	694,715	
Inactive storage (Below 830 feet NGVD 29)	221,267	
Usable Storage	1,435,389	
Storage required as percent of useable storage		6.49%
	Total costs	Costs as a Percent of Usable Storage (6.49%)
Joint use project cost	\$696,244,800	\$45,164,000
Annualized user payment		\$2,546,577
Estimated Annual O&M (based on actual FY23 expenditures)	\$2,145,000	\$140,000
Estimated RR&R (based on actual FY23 expenditures)	\$0	\$0
Total annual repayment		\$2,686,577
*Estimate based on FY24 costs and FY24 Wtr Supply Interest Rate		

1. Update As-built Joint-Use Construction Cost to October 2023 price level
2. Joint-Use construction and O&M cost percentage applicable to this contract: $93,110 / 1,435,389 = 0.064867433$ or 6.49 percent (3.245 for each 46,555 acre-feet of storage).
3. Joint-use construction costs allocated to water supply storage under this contract are: $\$696,244,800 \times 0.064867433 = \$45,164,000$. Initially, \$22,582,000 will be paid for the use of 46,555 acre-feet ($0.032434 \times \$696,244,800$). The cost of the remaining 46,555 acre-feet will be 0.032434 percent of the joint-use construction costs updated to the fiscal year in which the remaining 46,555 acre-feet is called into use or to 15 years from the execution date of this agreement, whichever occurs first.

EXHIBIT B: (Continued)

III - TOTAL ANNUAL COST TO USER
FOR THE REALLOCATED WATER SUPPLY STORAGE

Item	Type of Use	Computation	Cost
Interest and amortization	Total cost of storage space acquired by the User as determined in Exhibit B-II.	\$22,582,000 x 0.05638511 factor based on 30 payments, of which 29 payments are at interest rate of 4.125%.	\$1,273,288.56
Operation and maintenance <u>1/</u>	Joint-use actual for FY23	3.245% <u>2/</u> x \$2,145,000	\$69,605
Repair, rehabilitation and replacement <u>3/</u>	RR&R actual for FY23	3.245% <u>2/</u> x \$0.00	\$0.00

Notes:

1/ Payment due and payable on the date specified in Article 5(a)(2).

2/ Percent of Users share of the Usable storage space in the project (column (4) of exhibit B-I).

3/ Repair, rehabilitation and replacement costs are payable only when incurred as specified in Article 5(b).

EXHIBIT C-I: AMORTIZATION SCHEDULE PRESENT DEMAND

TOTAL COST: \$22,582,000 _____
 NUMBER OF PAYMENTS: 30
 INTEREST RATE, PERCENT 2/ 4.125%

Annual Payment Number	Amount of Payment (\$)	Interest (\$)	Allocated Cost (\$)	Balance of Allocated Cost (\$)
1	\$1,273,288.56	\$-	\$1,273,288.56	\$21,308,711.44
2	\$1,273,288.56	\$878,984.35	\$394,304.22	\$20,914,407.22
3	\$1,273,288.56	\$862,719.30	\$410,569.26	\$20,503,837.96
4	\$1,273,288.56	\$845,783.32	\$427,505.25	\$20,076,332.71
5	\$1,273,288.56	\$828,148.72	\$445,139.84	\$19,631,192.87
6	\$1,273,288.56	\$809,786.71	\$463,501.86	\$19,167,691.02
7	\$1,273,288.56	\$790,667.25	\$482,621.31	\$18,685,069.71
8	\$1,273,288.56	\$770,759.13	\$502,529.44	\$18,182,540.28
9	\$1,273,288.56	\$750,029.79	\$523,258.78	\$17,659,281.50
10	\$1,273,288.56	\$728,445.36	\$544,843.20	\$17,114,438.30
11	\$1,273,288.56	\$705,970.58	\$567,317.98	\$16,547,120.32
12	\$1,273,288.56	\$682,568.71	\$590,719.85	\$15,956,400.47
13	\$1,273,288.56	\$658,201.52	\$615,087.04	\$15,341,313.43
14	\$1,273,288.56	\$632,829.18	\$640,459.38	\$14,700,854.04
15	\$1,273,288.56	\$606,410.23	\$666,878.33	\$14,033,975.71
16	\$1,273,288.56	\$578,901.50	\$694,387.06	\$13,339,588.65
17	\$1,273,288.56	\$550,258.03	\$723,030.53	\$12,616,558.12
18	\$1,273,288.56	\$520,433.02	\$752,855.54	\$11,863,702.58
19	\$1,273,288.56	\$489,377.73	\$783,910.83	\$11,079,791.74
20	\$1,273,288.56	\$457,041.41	\$816,247.15	\$10,263,544.59
21	\$1,273,288.56	\$423,371.21	\$849,917.35	\$9,413,627.24
22	\$1,273,288.56	\$388,312.12	\$884,976.44	\$8,528,650.81
23	\$1,273,288.56	\$351,806.85	\$921,481.72	\$7,607,169.09
24	\$1,273,288.56	\$313,795.72	\$959,492.84	\$6,647,676.25
25	\$1,273,288.56	\$274,216.65	\$999,071.92	\$5,648,604.34
26	\$1,273,288.56	\$233,004.93	\$1,040,283.63	\$4,608,320.70
27	\$1,273,288.56	\$190,093.23	\$1,083,195.33	\$3,525,125.37
28	\$1,273,288.56	\$145,411.42	\$1,127,877.14	\$2,397,248.23
29	\$1,273,288.56	\$98,886.49	\$1,174,402.07	\$1,222,846.16
30	\$1,273,288.56 <u>3</u> /	\$50,442.40	\$1,222,846.16	\$0.00

Notes:

1/ An amortization schedule is applicable to those projects which will be repaid over time in lieu of during construction.

2/ In accordance with Section 932 of the Water Resources Development Act of 1986, this interest rate will be adjusted at five year intervals throughout the repayment period. The rate is the yield rate as determined by the Secretary of the Treasury plus 1/8 %.

3/ The last payment will be adjusted upward or downward to assure all costs are repaid within 30 years of approval of the agreement.

EXHIBIT D: ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF DEFENSE DIRECTIVE UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE AGE DISCRIMINATION ACT OF 1975; AND THE REHABILITATION ACT OF 1973, AS AMENDED

The party executing this assurance, being the applicant recipient of Federal financial assistance under the instrument to which this assurance is attached; HEREBY AGREES THAT, as a part of its obligations under the aforesaid instrument, it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 195), issued as Department of Defense Directive 5500.11, pursuant to that title; The Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), to the end that in accordance with the aforementioned Title, Directive and Acts, no person in the United States shall on the ground of race, color, age, sex, religion, handicap or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives Federal financial assistance from the Department of the Army and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any personal property or real property, or interest therein, or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant-recipient by the Department of the Army, or if such assistance is in the form of personal property or real property, or interest therein or structure thereon, then this assurance shall obligate the applicant-recipient or in the case of any transfer of such property, any transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for the period during which it retains ownership or possession of the property whichever is longer. In all other cases, this assurance shall obligate the applicant-recipient for the period during which the Federal financial assistance is extended to it by the Department of the Army. The Department of the Army representatives will be allowed to visit the recipient's facilities. They will inspect the facilities to ensure that there are no barriers to impede the handicap's accessibility in either programs or activities.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the applicant-recipient by the Department of the Army, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The applicant-recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant-recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the applicant.

Date _____

(Applicant-Recipient)

By _____

Title _____

(Applicant-Recipient's Mailing Address)

EXHIBIT E: CERTIFICATION REGARDING LOBBYING

STOCKTON LAKE WATER SUPPLY STORAGE REALLOCATION SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION

1. The undersigned certifies, to the best of their knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the water supply agreement for the SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. This form is available at <http://contacts.gsa.gov/webforms.nsf>.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SOUTHWEST MISSOURI JOINT MUNICIPAL WATER
UTILITY COMMISSION

BY _____

Preliminary Pass-Through Contract
Based on May 5, 2025 Template
To be amended prior to execution

WATER STORAGE AGREEMENT
BETWEEN THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION
AND
THE CITY OF MONETT, MISSOURI
FOR
THE USE OF WATER STORAGE SPACE IN STOCKTON LAKE

THIS AGREEMENT, entered into this ____ day of _____, 2025, by and between Southwest Missouri Joint Municipal Water Utility Commission (“JMUC”) and the City of Monett, Missouri (“User”).

WITNESSETH THAT:

WHEREAS, JMUC is a Joint Municipal Utility Commission formed under the Joint Municipal Utility Commission Act, Revised Statutes of Missouri Section 393.700 *et seq.*;

WHEREAS, JMUC was created to develop water supply projects for Southwest Missouri to meet projected future needs;

WHEREAS, Stockton Lake (the “Project”) is a multipurpose reservoir owned and operated by the United States Army Corps of Engineers (the “Corps”);

WHEREAS, the Thomas R. Carper Water Resources Development Act of 2024, Pub. L. 118-272 (Jan. 4, 2025) authorized the United States Army Corps of Engineers to enter into a contract with JMUC to utilize 90,790 acre-feet of storage space in Stockton Lake to store water for municipal and industrial water supply;

WHEREAS, Public Law 118-272 provides for the contract to be bifurcated, with at least half of the 90,790 acre-feet to be taken and paid for in 2025 at the Updated Cost of Storage as of Fiscal Year 2010 [approximately \$300 per acre-foot], and any remainder to be available ten years after the contract date at the “Update Cost of Storage” during the fiscal year in which the contract is executed approximately [\$493] per acre-foot;

WHEREAS, by memorandum dated January 17, 2025, the Assistant Secretary of the Army (Civil Works) approved the reallocation of storage in Stockton Lake to meet JMUC’s water supply needs and bifurcated contract;

WHEREAS, on [__ DATE __], 2025 (the “Federal Contract Date”), JMUC entered into a contract with the United States (the “Federal Storage Contract”), a copy of which is attached as Exhibit A to this agreement;

WHEREAS, the Federal Storage Contract authorizes JMUC to utilize 90,790 acre-feet of storage space in the Project to store water for municipal and industrial water supply purposes;

Preliminary Pass-Through Contract
Based on May 5, 2025 Template
To be amended prior to execution

WHEREAS, the Federal Storage Contract obligates JMUC to pay the following to the Corps:

- (1) “First costs,” as required by Article 5.a;
- (2) “Repair, rehabilitation, and replacement costs” as required by Article 5.b;
- (3) “Operations and maintenance,” as required by Article 5.c; and
- (4) Any liabilities incurred under the “release of claims” in Article 8;

WHEREAS, User wishes to utilize a portion of the storage space contracted to JMUC under the terms set forth in this agreement; and

WHEREAS, a separate agreement (the “Delivery Agreement”) will be entered into between JMUC and User to document the terms under which water stored in Stockton Lake will be delivered to User;

NOW, THEREFORE, JMUC and User agree as follows:

ARTICLE 1. User’s Storage Space

- a. User’s Storage Space shall be 2,389 acre-feet.

ARTICLE 2. Water Storage Rights

a. User shall have the right to utilize water from the Project to the extent water is available in User’s Storage Space. The storage accounting system described in Exhibit B will be utilized to determine how much water is available in User’s Storage Space.

b. This contract is for storage space only. It does not include delivery of water from the Project to User, which will be addressed in a separate Delivery Agreement.

ARTICLE 3. Payments

a. In consideration for the water storage rights described in Articles 1 and 2, User shall pay to JMUC the following charges:

(1) *Unit Charge*. User shall pay the Unit Charge for each acre-foot in User’s Storage Space, which will be the sum of the charges defined in paragraphs (a) through (d) below:

a) *First Costs*. The Unit Charge will include the amount necessary to amortize the “First Cost” for User’s storage under the Federal Contract. Pub. L. 118-272 provides two options for this element of the Unit Charge, as described in subparagraphs (1) and (2) below. User has selected Option A.

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Based on May 5, 2025 Template
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(1) *Option A.* Under Option A, the first cost is \$300 per year per acre-foot, which will be amortized over a thirty-year period at a variable interest specified in the Federal Contract. The first payment will be due 30 days after the Federal Contract Date.

(2) *Option B.* Under Option B, the first cost is [\$493] per acre-foot, which will be amortized over a thirty-year period at a variable interest specified in the Federal Contract. The first payment will be due on the tenth anniversary of the Federal Contract Date.

The First Cost may be prepaid at any time without penalty under either option.

b) *RR&R.* In the event repair, rehabilitation, or replacement costs are charged to JMUC under Article 5.b of the Federal Contract, the unit charge will be increased as necessary to cover this obligation.

c) *Administration fee.* The Unit Charge will include an additional fee equal to 25% of the First Cost specified in paragraph (a) above (whether Option A or B is selected) to cover operations and maintenance and other contingencies. This charge may be reduced in JMUC's sole discretion after a sufficient reserve has been established.

d) *Special assessments.* If the Unit Charge proves insufficient to cover JMUC's obligations under the Federal Contract, a special assessment may be added to the Unit Charge as necessary to cover those costs.

(2) *Carrying Cost for Uncontracted Storage Space.* Charges associated with Uncontracted Storage Space will be borne by users with contracts. User will pay a percentage of the Unit Charge for each acre-foot of Uncontracted Storage Space determined by dividing User's Storage Space by the total number of acre-feet of Contracted Storage Space. Any payments by User pursuant to this subparagraph will be credited to User's Investment Account as described in Article 5.

(3) *Step-up Payment for Uncovered Obligations.* If any user fails to remit payment to JMUC as required by subparagraphs (1) and (2) above, the resulting Uncovered Obligation will be paid by JMUC from its reserve to the extent funds are available. If sufficient reserves are not available, any remaining Uncovered Obligation will be borne by users. User will pay a percentage of the Uncovered Obligation equal to the number of acre-feet in User's Storage Space divided by the total number of acre-feet contracted to users who are able to fulfill their financial obligations to JMUC. Any payments by User pursuant to this subparagraph will be credited to User's Step-up Account as described in Article 5.

b. *Invoicing.* User's payments will be due annually on the anniversary of the Federal Contract Date.

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Based on May 5, 2025 Template
To be amended prior to execution

ARTICLE 4. Sedimentation

If at any time JMUC's Storage Space is reduced due to sedimentation as provided in Article 1.e of the Federal Storage Contract, User's Storage Space shall be reduced, and the Unit Charge described in Article 3 increased, proportionally.

ARTICLE 5. Uncontracted Storage Space

a. Any payments by User under Article 3.a(2) for Uncontracted Storage Space will be repaid to the User with interest when Uncontracted Storage Space is contracted to a new user. The accounting procedures described in Article 5.b through 5.d will be employed to determine the amount to be repaid by JMUC to User.

b. Each payment by User required under Article 3.a(2) will be credited to the User's Investment Account.

c. The User's Investment Account will collect interest at an annual rate equal to the greater of (a) 7% per annum; or (b) the interest rate specified by Article 5 of the Federal Storage Contract, plus 1%.

d. When Uncontracted Storage Space is contracted by JMUC to a new user:

(1) The contract between JMUC and the new user will be materially identical to this agreement, except for the amount stated in Article 1 and the Unit Charge identified in Article 3.a(1), which will be set by JMUC at a rate at least sufficient to provide the return on investment specified in Article 5.c.

(2) Within 30 days of receiving payment from a new user for any Uncontracted Storage Space placed under contract, JMUC will remit to User an amount equal to the balance of User's Investment Account divided by the Total Uncontracted Storage Space Investment Account for all users, multiplied by the cost of Uncontracted Storage contracted to the new user.

(3) Any payments to the User under Article 5.d(2) will be debited to the User's Investment Account.

ARTICLE 6. Step-up Payments

a. If any user fails to remit payment to JMUC in accordance with Article 3, and if the Contingency Fund is not sufficient to cover the resulting Uncovered Obligation to the Corps, a Step-up Payment will be required under Article 3.a.(3). Any such payments will be repaid to User with interest when and if JMUC secures payment from the user that failed to make the payment. The accounting procedures described in Article 6.b through 6.d will be employed to determine the amount to be repaid to User.

b. Each Step-up Payment under Article 3.a(3) will be credited to User's Step-up Account.

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- c. The User's Step-up Account will earn interest at the annual rate specified in Article 5.c.
- d. When and if JMUC receives payment for any Unpaid Obligation for which User has made Step-Up Payments under Article 3.a(3), JMUC within 30 days shall remit to User an amount equal to the portion of the User's Step-up Account associated with such Unpaid Obligation. Any payments to the User under this subparagraph will be debited to the User's Step-up Account.
- e. JMUC will advise all users of the potential need for a Step-up Payment as soon as possible after becoming aware that such payments might be required. Step-up Payments will be due to JMUC within 30 days of invoicing by JMUC.
- f. When and if, due to the default of another user, any Storage Space for which Step-up Payments have been made under Article 3.a(3) is returned to the status of Uncontracted Storage Space under Article 7, the User's Investment Account will be credited with an amount equal to the portion of the User's Step-up Account associated with such storage.

ARTICLE 7. Default

- a. If at any time User fails to make a payment required by Article 3, User's obligation to JMUC shall bear interest at the rate specified in Article 5.c. Interest shall continue to accrue until all amounts due, including interest, are received by JMUC. If User's default cannot be remedied within twelve months, JMUC may elect to terminate User's contract, in which case User's right to utilize JMUC's Storage will terminate, and User's Storage Space will become Uncontracted Storage Space. This provision shall not be construed as giving the User a choice of either making payments when due or paying interest; nor shall it be construed as waiving any other rights of JMUC, at law or in equity, which might result from any default by User.
- b. In the event this Agreement is terminated pursuant to Article 7.a, (i) User shall forfeit any right or equity in User's Storage Space and in the various accounts established pursuant to this Agreement, and JMUC shall have no obligation to make any payment to User for any reason; (ii) User shall continue to be responsible for the payments required by Article 3 unless and until User's Storage Space is contracted to another User. In addition, a non-defaulting Party shall have the right to seek remedies at law or in equity or damages for the breach of any term, condition, covenant, or obligation under this agreement.
- c. Furthermore, and notwithstanding anything to the contrary in this agreement, the Parties acknowledge and agree that (i) a dispute over which a Governmental Authority has exclusive jurisdiction shall, in the first instance, be brought before and resolved by such Governmental Authority, and (ii) monetary damages may not be an adequate remedy at law for the failure of a Party to perform certain material obligations under this agreement, and under such circumstances, a non-defaulting Party shall have the right to seek a court order requiring specific performance by a defaulting Party of such obligations under this Agreement.

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ARTICLE 8. Duration of Agreement

a. Unless terminated due to default by User or with the express written consent of JMUC, this agreement shall continue in full force and effect for so long as JMUC retains the right to utilize JMUC's Storage Space or for the maximum period allowed by law, whichever is shorter.

b. In the event this contract terminates under Article 8.a due to any legal limitation on the duration of this agreement, this agreement shall be renewable at User's option for so long as JMUC retains the right to utilize JMUC's Storage Space.

ARTICLE 9. User's Obligation

a. Each User shall establish, maintain and collect such rates, fees and charges for the water service of its water utility system so as to provide revenues at least sufficient to enable User to make all payments required to be made by it under this Agreement and any other agreements with respect to its water utility, and all other operating expenses of User's water system.

b. The obligations of each User to make payments under this Agreement shall be limited to the obligation to make payments from revenues of its water utility system and available water utility system reserves. All payments made by a User pursuant to this Agreement shall constitute operation and maintenance expense of its water utility system. No User shall be obligated to levy any taxes for the purpose of paying any amount due under this Agreement. No User may issue any evidence of indebtedness with a lien on water system revenues that is prior to the payment of operating and maintenance expenses.

c. No User shall sell, lease or otherwise dispose of all or substantially all of its water system except on ninety (90) days' prior written notice to JMUC (which notice shall be provided after obtaining required User voter approval for such disposition) and, in any event, shall not so sell, lease or otherwise dispose of the same unless the following conditions are met: (i) the User shall assign this Agreement and its rights and interest hereunder to the purchaser or lessee of the water system and such purchaser or lessee shall assume all obligations of the User under this Agreement; (ii) if and to the extent necessary to reflect such assignment and assumption, JMUC and such purchaser or lessee shall enter into an agreement supplemental to this Agreement to clarify the terms on which water and water rights are to be sold hereunder by JMUC to such purchaser or lessee; (iii) opinions shall be obtained from counsel for assignee and counsel for JMUC that the assignment is permitted under applicable law and is valid and binding on the parties; and (vi) the rates to be paid by the assignee have been approved by applicable regulatory authority(ies). No User may take any action the effect of which would be to prevent, hinder or delay JMUC from the timely fulfillment of its obligations under this Agreement.

d. Nothing herein shall limit any User's present or future right to issue bonds, notes or other evidences of indebtedness or incur lease obligations which are payable on a parity with operating expenses or payable from revenues after payment of operating expenses; provided, however, no User may issue bonds, notes or other evidences of indebtedness or incur lease obligations which

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are payable from the revenues derived from its water system superior to the payment of the operating expenses of its water system

e. Each User shall cooperate with JMUC and keep accurate records and Accounts.

f. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth herein as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year.

ARTICLE 10. Transfers and Assignments

User shall not transfer or assign this agreement or any of its rights under this agreement without express written approval of JMUC, whose consent shall not be unreasonably withheld.

ARTICLE 11. Notice

a. Every notice or other communication required by this Agreement shall be provided in writing and shall be delivered either (1) by United States registered or certified mail, return receipt requested or (2) by nationally recognized overnight delivery service to the following:

For User:

[]

For JMUC:

Roddy Rogers
Executive Director
Southwest Missouri Joint Municipal Water Commission
2241 E Powell, Springfield, Missouri 65804

b. A courtesy copy shall be delivered by electronic mail. Notice will only become effective upon receipt of the hard copy delivered in accordance with paragraph (a) above.

c. Any party may change its address for purposes of notice under this Agreement by giving formal written notice to the other parties to this Agreement.

ARTICLE 12. Miscellaneous

a. Choice of Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Missouri.

b. Severability. In the event any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement.

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c. Merger. This Agreement contains the entire understanding between the Parties and supersedes all previous negotiations and agreements.

ARTICLE 13. Definitions

a. “User’s Storage Space” means number of acre-feet allocated to User as specified in Article 1.

b. “JMUC’s Storage Space” means the number of acre-feet allocated to JMUC as specified in Article 1 of the Federal Storage Contract, subject to any adjustment for sedimentation in accordance with Article 4 of that contract.

c. “Contracted Storage Space” means the portion of JMUC’s Storage Space that has been contracted to individual users.

d. “Uncontracted Storage Space” means the portion of JMUC’s Storage Space that has not been contracted to individual users.

e. “Unit Charge” means the amount specified in Article 3.a(1).

f. “User’s Uncontracted Storage Investment” means the balance of User’s Uncontracted Storage Space Investment Account.

g. “Total Uncontracted Storage Investment” means the sum of all users’ Uncontracted Storage Investment Accounts.

h. “Storage Space” means physical space within the Project that is used to store water.

i. “Step-up Payment” any payment required by Article 3.a(3).

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Based on May 5, 2025 Template
To be amended prior to execution

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

THE CITY OF MONETT, MISSOURI

SOUTHWEST MISSOURI JOINT MUNICIPAL
WATER COMMISSION

By: _____

By: _____
Roddy Rogers, Executive Director

Date: _____

Date: _____

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Based on May 5, 2025 Template
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EXHIBIT B: STORAGE AND WATER ACCOUNTING

The Active Multipurpose Pool at Stockton Lake contains a total of 694,575 acre-feet of storage between 830 and 868.9 feet NGVD67. Because all water for all conservation purposes is held in this common pool, a system is needed to determine how much of the water held in the common pool is available to each user. “Storage accounting” is used for this purpose.

1. Storage and Water Accounting Principles

1.1 The Active Multipurpose Pool at Stockton Lake is divided into “storage accounts.” The size of each water supply storage account is equal to the volume of storage under contract. The remainder of the Active Multipurpose Pool is assigned to the federal account. The current allocation is shown in Table 1.1 below:

Account holder	Account size (AF)
Federal	549,825
City Utilities Springfield	52,320 ¹
JMUC	90,790
Total Active Multipurpose Storage all accounts	694,575

JMUC’s storage account will be subdivided into accounts held by its members. The same principles and formulas will be used by JMUC to manage its members accounts.

1.2 Inflows and outflows to the Active Multipurpose Pool will be tracked daily, and gains and losses will be assigned to individual storage accounts using the formulas set forth in part 2. The “account balance” for each user represents the volume of water available to that user.

1.3 The sum of all account balances will equal the total volume of water in the Active Multipurpose Pool. When the Active Multipurpose Pool is full (i.e., the pool is at or above the guide curve) all accounts are full.

¹ City of Springfield’s storage account will increase from 50,000 acre-feet to 52,320 acre-feet as a result of the Dependable Yield Mitigation Storage (“DYMS”) provided by JMUC as a condition of the 2024 reallocation.

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1.4 Some gains and losses will be shared proportionally, while others will be credited or debited to specific accounts as described in paragraphs 1.5 and 1.6 below.

1.5 Losses from evaporation will be debited proportionally based on the size of the account. Losses due to discharges from the dam, including leakage, will be debited to the federal account.

1.6 Water supply withdrawals will be debited to the account responsible for the withdrawal.

1.7 Any “state allocated inflows” will be credited to specific accounts in accordance with State law. All other gains will be distributed proportionally based on the size of the account.

1.8 When the credits applied to an individual storage account would cause it to overflow (i.e., cause the account balance to exceed the account limit, or the size of the account), any excess inflow will be distributed *pro rata* to other storage accounts with space available to store the water (i.e., accounts that are less than full). In concept, full storage accounts “spill” water into storage accounts that are not full, until the entire Active Multipurpose Pool is full.

2. Storage Accounting Formulas

The storage accounting principles above are implemented through the following formulas:

2.1 $S_{u,t} = S_{u,t-1} + I_u - W_u + AI_u$ Where:

$S_{u,t}$ = Storage account balance for user “u” at end of period “t” [*Observed*]

$S_{u,t-1}$ = Storage Account balance for user “u” at end of period “t-1” [*Observed*]

I_u = User’s share of Calculated Inflow (“CI”) [*Equation 2.2*]

W_u = User’s water withdrawal [*Observed*]

AI_u = Inflow allocated to User by State law [*Observed or Reported*]

2.2 $I_u = [V_u / V_t] * CI$ Where:

I_u = User’s share of Adjusted Inflow

V_u = Volume of storage space contracted to User [*Observed*]

V_t = Total volume of Active Multipurpose Storage Space when the inflow occurs, as defined by Top of Multipurpose Rule Curve [*Observed*]

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CI = Calculated Inflow [Equation 2.3]

2.3 $CI = \Delta S + D + \sum W_u - \sum AI_u$ Where:

CI = Calculated Inflow

ΔS = Change in the total volume of water in storage between period “t” and period “t-1” [Observed.]

D = Total discharge (powerhouse + leakage + spill + sluice) [Observed]

$\sum W_u$ = Sum of water supply withdrawals, all users [Observed]

$\sum AI_u$ = Sum of Allocated Inflows, all users [Observed]

The calculated inflow (“CI”) is the portion of the net inflow that is apportioned *pro rata*. This is calculated from the change in storage (ΔS), which is an observed value showing the net effect of all gains and losses to the Active Multipurpose Pool during the period (i.e., the day), including gains and losses from inflow, precipitation, evaporation, leakage, discharges from the dam, water supply withdrawals, and foreign water. This value is adjusted to remove the effects of any discharges from the Dam (“D”) as well as specific gains (“AI,” allocated inflows) and losses (“W,” water supply withdrawals) that need to be credited or debited to individual accounts, rather than being shared *pro rata*. See Principle 1.4.

3. Storage accounting procedures

The data needed to perform these calculations will be collected on a daily time step. The calculations will be performed weekly under normal circumstances, but more frequently during droughts. The Active Multipurpose Pool is drawn down as outflow exceeds inflow. The individual accounts are drawn down at different rates based on their storage. Users will be notified on a weekly basis of the available storage remaining, once their storage account balance drops below 30%.



Randy Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

www.cityofmonett.com
217 Fifth Street • Monett, Missouri 65708
(417) 235-3763

Staff Report

To: Mayor & Commissioners

From: Jaden Cooper, Airport Director

Date: May 8th

Re: Ordinance approving Project 24-098B-1 State Block Agreement

GENERAL INFORMATION

The purpose of the agreement is for MoDOT to be able to provide financial assistance to our current project 24-098B-1 New City Hangar design costs through a state block grant agreement.

PROPOSAL

Ordinance approving a contract agreement between The City and MoDOT for MoDOT to give financial assistance to our project to cover design costs for project 24-098B-1.

RECOMMENDATION

The council approve the action based on staff recommendation and reasoning.

ATTACHMENTS

Ordinance NO. 9072

Exhibit 1 State Block Grant Agreement

AN ORDINANCE APPROVING A STATE BLOCK GRANT AGREEMENT BETWEEN THE CITY OF MONETT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION RELATING TO DESIGN OF A NEW HANGAR AT THE MONETT REGIONAL AIRPORT

WHEREAS, the City of Monett, Missouri (“City”), owns and operates the Monett Regional Airport (“Airport”); and

WHEREAS, the Missouri Highways and Transportation Commission (“Commission”) was selected by the Federal Aviation Administration (“FAA”) to administer state block grant federal funds pursuant to 49 U.S. Code Section 47128; and

WHEREAS, the City applied to the Commission for a sub-grant for the purpose of assistance with a project for the construction of a new hangar at the Airport; and

WHEREAS, the project has been identified as MoDOT Project No. 24-098B-1, and the Commission has agreed to award funds to the City for such purpose, with the amount of the grant representing ninety percent (90%) of eligible project costs;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Monett, Missouri, as follows:

Section 1: The State Block Grant Agreement for Project No. 24-098B-1 that is attached hereto at **Exhibit 1** and made a part of this Ordinance is hereby approved, upon concurrence by the Missouri Department of Transportation if necessary, and the Mayor and/or the City Administrator are each hereby authorized to execute said agreement on behalf of the City of Monett.

Section 2: This ordinance shall be in full force and effect after its lawful approval and passage by the City Council.

Following the second reading, a motion was made by _____, seconded by _____, to approve Bill No. ____ as Ordinance No. ____.

Whereupon a roll call vote was taken:

Ayes: _____

Nays: _____

Passed and approved this ____ day of May, 2025.

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk

Exhibit 1

**State Block Grant Agreement
(attached)**

CCO FORM: MO04

Approved: 03/91 (KR)

Revised: 05/24 (MWH)

Modified:

Sponsor: City of Monett

Project No.: 24-098B-1

Airport Name: **Monett Regional
Airport**

CFDA Number: CFDA #20.106

CFDA Title: Airport Improvement Program

Federal Agency: Federal Aviation Administration, Department of Transportation

STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

--State Block Grant Agreement

--Federal Authorization - Airport and Airway Improvement
Act of 1982 (as amended)

--Project Description - Planning, Land/Easement Appraisals
and Acquisitions, Surveying, Engineering Design, Construction

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4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
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8. EXPIRATION OF GRANT OFFER
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Sponsor: City of Monett
Project No. 24-098B-1
Airport Name Monett Regional Airport

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STATE BLOCK GRANT AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Monett (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA") and the Federal Airport Improvement Program (hereinafter, "AIP").

WITNESSETH:

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code (USC) Section 47128); and

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and

WHEREAS, the Sponsor has applied to the Commission for a sub grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as follows:

New Hangar;

NOW, THEREFORE, in consideration of these mutual covenants, promises and representations, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under the State Block Grant Program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to December 31, 2028. The Commission's assistant chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence of title to all existing airport property and avigation easements and address any and all encumbrances. Satisfactory evidence will consist of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed Two Hundred Twenty-One Thousand Three Hundred Twenty-Four Dollars (\$221,324) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents ninety percent (90%) of eligible project costs.

(B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Twenty-Four Thousand Five Hundred Ninety-Two Dollars (\$24,592).

(A) The amount of matching funds stated above represents ten percent (10%) of eligible project costs.

(B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(6) ALLOWABLE COSTS: Block grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable in accordance with 49 USC Chapters 471 and 475.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to its acceptance by the Sponsor.

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire, and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before May 30, 2025, or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: The United States' share of the allowable

project costs will be made in accordance with 49 USC §47109 and the provisions of such regulations, policies and procedures as the Secretary of the United States Department of Transportation (USDOT) shall practice. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

(10) COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS: The Sponsor must assure that the project is carried out and completed without undue delays and in accordance with this Agreement, applicable laws, statutes, regulations, and policies and procedures of the USDOT Secretary. Per 2 Code of Federal Regulations (CFR) §200.308, the Sponsor agrees to report to the Commission any disengagement from funding eligible expenses under the Agreement and any subgrants thereto that exceed three months and request prior approval from the Commission. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Agreement. These assurances, conditions, and any addendums apply to any subgrants issued under this Agreement.

(11) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purpose of this grant Agreement, the term "federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other federal grant Agreement. The Sponsor must obtain the approval of the Commission as to any determination of the amount of the federal share of such funds. The Sponsor shall return the recovered federal share, including funds recovered by settlement, order or judgment, to the Commission. The Sponsor shall furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such federal share shall be approved in advance by the Commission.

(12) UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY: The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or subgrants issued under this Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Agreement.

(13) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by subparagraph (13)(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the

execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum federal (block grant) obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final ten percent (10%) of the maximum federal (block grant) obligation stated in this Agreement shall not be paid to the Sponsor until the Commission has received and approved all final closeout documentation for the project.

(C) Within ninety (90) days of final inspection of the project funded under this Agreement, the Sponsor shall provide to the Commission a final payment request and all financial, performance and other reports as required by the conditions of this Agreement, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(D) When force account or donations are used, the costs for land, engineering, administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used, and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(14) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in 2 CFR Part 200.

(A) If the Sponsor expends One Million Dollars (\$1,000,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation (hereinafter, "MoDOT") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Sponsor expends less than One Million Dollars (\$1,000,000) in a year, the Sponsor may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

(B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.

(C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of

funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.

(D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.

(15) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances as outlined in attached Exhibit 1, current FAA Advisory Circulars (ACs) for AIP projects and/or the Commission's specifications. These assurances, ACs and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications and current FAA Order 5190.6 entitled "FAA Airport Compliance Manual" and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(16) LEASES/AGREEMENTS: The Sponsor shall ensure that its lease agreements provide for fair market value income and prohibit exclusive rights.

(A) Long term commitments (longer than five (5) years) must provide for renegotiation of the leases'/agreements' terms and payments at least every five (5) years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

(17) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Sponsor agrees as follows:

(A) Civil Rights Statutes: The Sponsor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Sponsor is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Sponsor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any

individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Sponsor. These apply to all solicitations either by competitive bidding or negotiation made by the Sponsor for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Sponsor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Sponsor complies; and/or
2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions of paragraph (17) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

(18) CANCELLATION: The Commission may cancel this Agreement at any time the Sponsor breaches the contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

(19) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(20) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state, and federal laws and regulations relating to the performance of this Agreement.

(21) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

(22) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(23) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(24) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(25) INDEMNIFICATION: To the extent allowed or imposed by law, the Sponsor shall defend, indemnify, and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(26) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(27) INSURANCE:

(A) The Sponsor is required or will require any contractor procured by the Sponsor to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(28) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Kyle LePage
Administrator of Aviation
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 526-5571
(573) 526-4709 FAX
email: kyle.lepage@modot.mo.gov

Sponsor: Jaden Cooper
Airport Manager
Monett Regional Airport
1215 State Highway 97
Pierce City, MO 65723
4172364540
jtcooper@monettmo.gov

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

(29) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance against exclusive rights or terms, conditions and assurances with respect to real property acquired with federal funds. Paragraph (29) equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements covered by this Agreement, as title to same shall vest in the Sponsor.

(B) For the grant duration period, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: 1. for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or 2. for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated thereunder as if the transferee had been the original owner thereof.

(30) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Commission.

(31) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (49 CFR §18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than One Hundred Thousand dollars (\$100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing One Hundred Thousand Dollars (\$100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.

(32) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(33) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(34) COMMISSION REPRESENTATIVE: The Commission's assistant chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(35) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The Sponsor shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(36) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

(A) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

(B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(37) TRAFFICKING IN PERSONS:

(A) The Commission may unilaterally terminate this Agreement, without penalty, if the Sponsor or a subcontractor that is a private entity:

1. Is determined to have:

A. Engaged in severe forms of trafficking in persons during the period of time that this Agreement and any subgrants entered into pursuant to this Agreement are in effect;

B. Procured a commercial sex act during the period of time that this Agreement, including any subgrants entered into pursuant to this Agreement, are in effect; or

C. Used forced labor in the performance of this

Agreement, including any subgrants entered into pursuant to this Agreement; or

2. Has an employee who is determined by the Commission official authorized to terminate the Agreement to have violated a prohibition in subparagraph (37)(A)1.A. above through conduct that is either associated with performance under this Agreement or imputed to the Sponsor or subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

(B) The Sponsor must notify the Commission immediately of any information the Sponsor receives from any source alleging a violation of a prohibition in subparagraph (37)(A)1. of this Agreement, including subgrants entered into pursuant to this Agreement.

(C) The Commission's right to terminate unilaterally that is described in subparagraph (37)(A)1. of this Agreement:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)); and

2. Is in addition to all other remedies for noncompliance that are available to the Commission under this Agreement.

(D) The Sponsor shall include the requirements of subparagraph (37)(A)1. of this Agreement in any subgrant entered into pursuant to this Agreement.

(38) SUSPENSION OR DEBARMENT: Sponsors entering into "covered transactions", as defined by 2 CFR §180.200, must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and

(B) Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g., subcontracts).

(39) SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE ENTITY IDENTIFIER:

(A) Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission review and update, and will require the Sponsor to review and update, the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

(B) Unique Entity Identifier (UEI) means a twelve (12) character alphanumeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

(40) FINANCIAL REPORTING AND PAYMENT REQUIREMENTS: The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

(41) EMPLOYEE PROTECTION FROM REPRISALS:

(A) Prohibition of Reprisals: In accordance with 41 USC §4712, an employee of the Sponsor, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (41)(B) information that the employee reasonably believes is evidence of:

1. Gross mismanagement of a federal grant;
2. Gross waste of federal funds;
3. An abuse of authority relating to implementation or use of federal funds;
4. A substantial and specific danger to public health or safety; or
5. A violation of law, rule, or regulation related to a federal grant.

(B) Persons and Bodies Covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

1. A member of Congress or a representative of a committee of Congress;

2. An Inspector General;
3. The Government Accountability Office;
4. A federal office or employee responsible for oversight of a grant program;
5. A court or grand jury;
6. A management office of the grantee or subgrantee; or
7. A federal or state regulatory enforcement agency.

(C) Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by subparagraph (41)(A) of this Agreement may submit a complaint regarding the reprisal to the Office of Inspector General for the USDOT.

(D) Time Limitation for Submittal of a Complaint: A complaint may not be brought under this subsection more than three (3) years after the date on which the alleged reprisal took place.

(E) Required Actions of the Inspector General: Actions, limitations, and exceptions of the Inspector General's office are established under 41 USC §4712(b).

(F) Assumption of Rights to Civil Remedy: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 USC §4712(c).

(42) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (ALP). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with regard to FAA standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38, entitled "Airport Improvement Program Handbook."

(B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. Airport Sponsor Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an ALP in accordance with 49 USC §47107(a)(16).

(C) The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the Airport is located, a copy of the proposed ALP or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

(43) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(44) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per the current version of FAA Order 5050.4, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(45) EXHIBIT "A" PROPERTY MAP: The Exhibit "A" Property Map accepted by the Commission on April 14, 2009, is incorporated herein by reference.

(46) SOLID WASTE RECYCLING PLAN: The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 USC §47106(a)(6).

(47) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

(A) Existing Fee Title Interest in the Runway Protection Zone: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(B) Existing Easement Interest in the Runway Protection Zone: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke

generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(C) Future Interest in the Runway Protection Zone: The Sponsor agrees that it will make every effort to acquire fee title or easement in the Runway Protection Zones for runways that presently are not under its control within five (5) years of this grant agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes, or any other structure approved by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(48) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(49) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the FAA and the Commission concur that such adaptation is appropriate considering safety, economy and efficiency of operation.

(50) PLANS, SPECIFICATIONS AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction. The Commission and the Sponsor agree that the Commission approval of the Sponsor's Plans and Specifications is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

1. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission and FAA approval for modifications to any AIP or supplemental appropriation standards or to notify the Commission of any limitations to competition within the project;

2. The Commission's acceptance of a Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and

3. If the Commission determines that the Sponsor has not complied with its certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.

(51) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the construction bid tabulation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(52) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a weekly construction progress and inspection report on the FAA Form 5370-1 ("Construction Project and Inspection Report"), completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(53) WAGE LAWS: The Sponsor and its contractors and subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-Bacon or other federal acts apply to and govern this Agreement also for such work which is performed at the jobsite, in accord with 29 CFR Part 5. Thus, this Agreement is subject to the "Contract Work Hours and Safety Standards Act", as amended (40 USC §327, *et seq.*), and its implementing regulations. The Sponsor shall take the acts which may be required to fully inform itself of the terms of, and to comply with, state and federal laws.

(54) COMPETITIVE SELECTION OF CONTRACTOR: Construction that is to be accomplished by contract is to be competitively bid in accordance with federal procurement requirements, located at 49 CFR Part 18. Bid notices should be published

in a qualified (local or area) newspaper or other advertisement publication located in the same county as the airport project as a minimum.

(55) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

(56) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

(A) Notice to proceed shall not be issued until the Sponsor has provided satisfactory evidence of acceptable title to the land on which construction is to be performed. Ownership status of existing airport property as well as any land or easements acquired under this project must be included in a Certificate of Title tied to a current Exhibit "A" property map.

(B) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(C) Any construction work performed prior to the Sponsor's issuance of a Notice to Proceed shall not be eligible for funding participation.

(57) DISADVANTAGED BUSINESS ENTERPRISES (DBEs)-CONSTRUCTION: The Sponsor shall notify prospective bidders that DBEs will be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(A) The goal for this project to be awarded to DBE firms shall be established by the Commission based on the engineer's construction cost estimate included in the design report. The goal will be a percentage of the federal portion of the contract costs less the amount expended for land, easements, the Sponsor's in-house administration, force account work and any noncontractual costs. Failure to meet the DBE goal can render a bid proposal nonresponsive at the Commission's discretion.

(B) The Sponsor shall conduct field reviews and interviews with workers to ensure that the portion of the work identified in the construction contract to be performed by DBE firms is so performed. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(58) LABOR STANDARDS INTERVIEWS: The Sponsor shall conduct periodic random interviews with the workers to assure that they are receiving the established prevailing wages. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(59) AIR AND WATER QUALITY: The Sponsor is required to comply with all applicable air and water quality standards for the project. If the Sponsor fails to comply with this requirement, the Commission may suspend, cancel, or terminate this Agreement.

(60) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening, lengthening or reconstruction of an existing runway or construction of a new runway. When the funded project is strictly a master plan/site selection, this form will be submitted for the final three (3) proposed sites prior to development of the ALP.

(61) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7460-1 ("Notice of Proposed Construction or Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for construction of any permanent structures on the airport, temporary structures over twenty feet (20') in height or use of construction equipment over twenty feet (20') tall. It is not necessary for routine construction projects unless they include above ground installations.

(62) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(63) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers, or other devices required for the safety of the public. All markers or devices required shall conform with all applicable FAA regulations or specifications.

(A) The Sponsor shall ensure that a safety plan is included in the contract documents and that the Contractor complies with the safety plan during construction.

(B) It is also the responsibility of the Sponsor to issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required. Copies of notices shall also be sent to the Commission as soon as they are filed with the FAA.

(64) RECORD DRAWINGS: The Sponsor shall provide one (1) set of digital as-built construction plans and one (1) set of digital and one (1) paper set of the updated ALP with a narrative report to the Commission upon project completion. The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. The Commission will forward one (1) digital set of the approved updated ALP to the FAA Central Region office.

(65) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement:

(A) Lobbying and Influencing Federal Employees: All contracts awarded by the Sponsor shall include the Certification Regarding Lobbying required by the FAA. This requirement affects grants or portions of a grant exceeding one hundred thousand dollars (\$100,000).

(B) Buy American Requirements: Unless otherwise approved in advance by the Commission and the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Agreement. The Sponsor will include a provision implementing Buy American in every subgrant funded by this Agreement. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

(C) Safety Inspection: The Sponsor shall eliminate all deficiencies identified in its most recent annual safety inspection report (FAA Airport Master Record Form 5010-1). If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies and shall include this plan with phased development as outlined in a current and approved ALP.

(D) Navigational Aids: Except for instrument landing systems acquired with the AIP (block grant) funds and later donated to and accepted by the FAA, the Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP (block grant) program during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 USC §44502(E). The Sponsor must check the facility, including instrument landing systems, prior to commissioning to ensure it meets the FAA's standards. The Sponsor must also remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

(E) Environmental Due Diligence Audit: The Sponsor shall conduct an Environmental Due Diligence Audit (EDDA) of all NAVAID (electronic navigational equipment) sites that will be established or relocated with federal (block grant) funds.

This audit shall include existing equipment currently owned and operated by the FAA Airways Facilities Branch and new equipment for which the Sponsor will be requesting FAA maintenance.

(F) Grant Made on Preliminary Plans and Specifications and/or Estimates: The Sponsor understands and agrees that this grant is made and accepted upon the basis of preliminary plans, specifications and/or estimates. The parties agree that within 120 calendar days from the date of acceptance of this grant, the Sponsor shall furnish final plans and specifications to the Commission. Construction work shall not commence, and a contract shall not be awarded for the accomplishment of such work, until the final plans and specifications have been accepted by the Commission. Any reference made in this grant to plans and specifications shall be considered a reference to the final plans and specifications as accepted.

Since this grant is made on preliminary plans and specifications and/or estimates, the grant amount is subject to revision (increase or decrease) after actual project costs are determined through negotiations, appraisals and/or bids. The Sponsor agrees that said revision will be at the sole discretion of the Commission.

(G) Sponsor's Disadvantaged Business Enterprise Program: When the grant amount exceeds Two Hundred Fifty Thousand Dollars (\$250,000), the Sponsor hereby adopts the Commission's DBE program that is incorporated into this grant agreement by reference. Only DBE firms certified by the Commission will qualify when considering DBE goal accomplishments.

(H) Disadvantaged Business Enterprise Required Statements:

1. Policy: It is the policy of the USDOT that DBEs, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

2. Contract Assurance: The Commission and the Sponsor will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of Title 49 Code of Federal Regulations, Part 26 in the award and administration of any United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

(This assurance shall be included in each subcontract the prime contractor

signs with a subcontractor.)

3. Federal Financial Assistance Agreement Assurance: The Commission and the Sponsor agree to and incorporate the following assurance into their day-to-day operations and into the administration of all USDOT-assisted contracts; where “recipient” means MoDOT and/or any MoDOT grantee receiving USDOT assistance:

“MoDOT and the Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation-assisted contract or in the administration of the United States Department of Transportation’s DBE Program or the requirements of Title 49 Code of Federal Regulations, Part 26. The recipient shall take all necessary and reasonable steps under Title 49 Code of Federal Regulations, Part 26 to ensure nondiscrimination in the award and administration of United States Department of Transportation-assisted contracts. The recipient’s DBE Program, as required by Title 49 Code of Federal Regulations, Part 26 and as approved by the United States Department of Transportation, is incorporated by reference into this agreement. Implementation of this program is a legal obligation and for failure to carry out its approved program, the United States Department of Transportation may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under Title 18 United States Code, Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (Title 31 United States Code, Section 3801 *et seq.*).”

The Commission and the Sponsor shall ensure that all recipients of USDOT-assisted contracts, funds, or grants incorporate, agree to, and comply with the assurance statement.

4. Prompt Payment: The Commission and the Sponsor shall require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri’s prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Sponsor also require the prompt return of all retainage held on all subcontractors after the subcontractors’ work is satisfactorily completed, as determined by the Sponsor and the Commission.

All contractors and subcontractors must retain records of all payments made or received for three (3) years from the date of final payment, and these records must be available for inspection upon request by any authorized representative of the Commission, the Sponsor, or the USDOT. The Commission and the Sponsor will maintain records of actual payments to DBE firms for work committed to at the time of the contract award.

The Commission and the Sponsor will perform audits of contract payments to DBE firms. The audits will review payments to subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the

schedule of DBE participation and that payment was made in compliance with section 34.057 RSMo.

5. MoDOT DBE Program Regulations: The Sponsor, contractor and each subcontractor are bound by MoDOT's DBE Program regulations, located at Title 7 Code of State Regulations, Division 10, Chapter 8.

(I) Disadvantaged Business Enterprises—Professional Services: DBEs that provide professional services, such as architectural, engineering, surveying, real estate appraisals, accounting, legal, etc., will be afforded full and affirmative opportunity to submit qualification statements/proposals and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for selection for this project. The DBE goals for professional services will be determined by the Commission at the time each proposed service contract is submitted for the Commission's approval.

(J) Consultant Contract and Cost Analysis: The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Agreement until the Commission has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

(K) Pavement Maintenance Management Program: The Sponsor agrees to implement an effective airport pavement maintenance management program as required by Grant Assurance 11, Pavement Preventive Management, which is codified at 49 USC §47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

1. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements", for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

2. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

3. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

A. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

- (i) Location of all runways, taxiways, and aprons;
- (ii) Dimensions;

- (iii) Types of pavement; and
- (iv) Year of construction or most recent major rehabilitation.

B. Inspection Schedule.

(i) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of the inspections may be extended to three (3) years.

(ii) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five (5) years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

- A. Inspection date;
- B. Location;
- C. Distress types; and
- D. Maintenance scheduled or performed.

5. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the Commission as may be required.

(L) Maintenance Project Life: The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a five (5) year period following the completion of this project unless the Commission and the FAA determine that the rehabilitation or reconstruction is required for safety reasons.

(M) Projects Which Contain Paving Work in Excess of \$500,000: The Sponsor agrees to:

1. Furnish a construction management program to the Commission prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

A. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

B. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

C. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials Standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);

D. Qualifications of engineering supervision and construction inspection personnel;

E. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

F. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

2. Submit at completion of the project, a final test and quality control report documenting the summary results of all tests performed, highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the Commission.

3. Failure to provide a complete report as described in subparagraph 1.(B) above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the Commission and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

4. The Commission, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

(N) LEADED FUEL: FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 “Grant Assurances” requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an authorized unleaded aviation gasoline replacement. For 100LL meeting, either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by Sponsor on _____ (date).

Executed by Commission on _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF MONETT

By _____

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____

Title _____

Ordinance No. _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF MONETT

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

EXHIBIT 1
ASSURANCES
AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

- a. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

- b. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

- c. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act — 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹

- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}

- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

- a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of

the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and

assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the

communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40

U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from

the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government

aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the

Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged

business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally assisted programs of the DOT and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for

noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of [Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide

service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

March

Fund	Beginning Cash Balance	Beginning Budget Available	Revenue	Expenses	Available Budget	Ending Cash Balance	Budget Remaining
General Fund	\$4,175,329.91	-\$2,120,329	\$664,275.96	\$1,354,547.64	-\$3,474,876.85	\$3,485,058.23	164%
<i>Government Administration</i>		-\$2,519,264	\$547,205.72	\$67,448.59	-\$2,586,713.00		103%
<i>Building and Code Enforcement</i>		\$45,328	\$4,304.80	\$38,620.08	\$6,707.76		15%
<i>Municipal Court</i>		\$2,133	\$11,800.85	\$12,283.71	-\$10,151.12		-476%
<i>Emergency Management</i>		\$54,455	\$0.00	\$6,556.85	\$47,898.35		88%
<i>Fire Department</i>		-\$13,924	\$0.00	\$235,675.10	-\$249,599.28		1793%
<i>Police Department</i>		-\$255,640	\$1,570.05	\$366,142.26	-\$621,782.06		243%
<i>Cemetery Department</i>		-\$46,823	\$2,000.00	\$29,099.14	-\$75,922.47		162%
<i>Economic Development</i>		\$633,433	\$0.00	\$0.00	\$633,433.41		100%
<i>Street Department</i>		\$71,653	\$39,717.55	\$177,729.24	-\$106,076.54		-148%
<i>Casino and Community Building</i>		\$3,522	\$4,060.00	\$18,694.95	-\$15,172.87		-431%
<i>Golf Course</i>		-\$52,116	\$34,650.92	\$178,306.28	-\$230,422.37		442%
<i>North Park</i>		-\$63,997	\$0.00	\$95,856.26	-\$159,853.33		250%
<i>South Park</i>		\$55,631	\$225.00	\$47,483.59	\$8,147.04		15%
<i>Swimming Pool</i>		\$3,949	\$0.00	\$0.00	\$3,949.37		100%
<i>Downtown Park and Pavilion</i>		-\$2,173	\$600.00	\$4,252.82	-\$6,425.55		296%
<i>Airport</i>		-\$36,495	\$18,141.07	\$76,398.77	-\$112,894.19		309%
Water Fund	\$4,323,512.96	\$162,361	\$311,551.08	\$266,096.11	-\$103,735.06	\$4,368,967.93	-64%
Electric Fund	\$4,440,082.13	-\$365,391	\$1,959,425.67	\$1,756,913.42	-\$2,122,304.12	\$4,642,594.38	581%
Sewer Fund	\$3,548,620.20	\$2,179,163	\$285,951.92	\$189,095.94	\$1,990,067.34	\$3,645,476.18	91%
Fiber Optics Fund	\$745,621.28	\$53,518	\$9,355.00	\$16,808.79	\$36,709.58	\$738,167.49	69%
Sanitation Fund	\$218,359.52	-\$149,061	\$80,296.05	\$108,443.55	-\$257,504.53	\$190,212.02	173%
Mechanic Fund	-\$33,812.09	\$2,722	\$14,583.33	\$34,561.24	-\$31,839.46	-\$53,790.00	-1170%
Use Tax Fund	\$327,546.66	\$84,442	\$85,928.29	\$11,859.70	\$72,582.26	\$401,615.25	86%
Equipment Reserve Fund	\$1,592,499.81	\$1,567,500	\$59,999.99	\$0.00	\$1,567,500.00	\$1,652,499.80	100%
Fleet Management Fund	\$86,268.56	-\$26,465	\$26,364.12	\$26,364.12	-\$52,829.12	\$86,268.56	100%
Health Insurance Fund	-\$67,758.62	\$45,288	\$89,791.66	\$106,961.95	-\$61,673.91	-\$84,928.91	-136%
Transportation Sales Tax	\$4,054,597.93	\$1,967,384	\$102,820.01	\$1,132,723.06	\$834,661.19	\$3,024,694.88	42%
Park Sales Tax Fund	\$222,494.89	-\$38,977	\$57,059.11	\$0.00	-\$38,976.90	\$279,554.00	100%
Airport Improvement Fund	\$1,093,856.46	\$184,070	\$4,166.67	\$8,333.33	\$175,736.68	\$1,089,689.80	95%
Water Debt Service Fund	\$33,118.99	\$2,502	\$30,000.00	\$0.00	\$2,502.04	\$63,118.99	100%
Sewer Debt Service Fund	\$748,701.09	\$718,315	\$15,000.00	\$0.00	\$718,314.88	\$763,701.09	100%

Totals	\$25,516,282.89	\$4,267,042.87	\$3,796,568.86	\$5,012,708.85	-\$745,665.98	\$24,300,142.90	
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Randy Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

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City Administrator Report

To: Mayor and Commissioners
From: Mickey Ary – City Administrator
Date: May 8th, 2025
Re: Report

GENERAL

- Enlisted the Economic Development Committee
- Attended the Chamber of Commerce Board meeting and gave City Updates.
- Attended Food Truck Friday
- Attended the Fire Department Landing Zone training for life flight operations.
- Lead the Administration and Operational Functional Team meetings.
- Interviewed candidates for the HR Generalist position.
- Weekly meetings with Fire Operations – Captains.
- Participated in the Emergency Operations Center during the storm.
- Working with Ollis/Akers/Arney for system expansion of the Navigator HR System.
- Attended the Airport Advisory Board meeting.
- Attended Eggs & Issues
- Attended monthly briefing with Fire Department and Barry-Lawrence Ambulance.

PROJECTS

- Continued work on Chappell Drive Project
- Central Avenue updates
- Lowes Lane updates and date determination for bid process
- City Attorney RFQ review
- Completed RFQ for protentional real-estate broker for the city.
- Continued work on the Code Enforcement process with BOCA.



Monthly Report

April 2025

Accounts Payable

- Checks Issued –

Vehicles

- Vehicles received from Enterprise –
- Vehicles sold by Enterprise/166 Auto –

Xpress Bill Pay:

- Customers who paid Utilities with credit/debit card: 890 transactions
- Customers who paid Utilities with e-check: 795 transactions
- Customers who had returns for insufficient funds on e-check: 12 returns.
- Customers who paid invoice for Accounts Payable: 15 transactions
- XBP has made a way that we can send an email or text to customers that contains a link to pay their bill. We just enter their accounts number or find their account then click the link at the bottom to send payment link.

Utility Customers:

- 73 Locations had service orders created for connection or disconnect or changing of customers in April
- 155 Service Order Tickets for Water Department created in April
- 330 Service Order Tickets for Electric Department created in April
- 83 Service Order Tickets for Public Works created in April
- **Delinquent Notices:** 135 on April 10th (52 people were able to receive a Civic Ready Notification)
- **Delinquent Shut Off:** 58 Delinquent Shut Offs on April 14th (40 vision meters able to be shut off and turned on at the office)
- **Business License:**
- **New Business:** 4 New Business License Issued
- **Renewed Business:** 38 Renewed Business License
- **Closed Business:** 4 Delinquent Business License
- **Delinquent Business:** 32 Delinquent Business License
-

Utility Billing:

- **Water Rate Update:** With the help of Ken, a form has been created for customers to



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know what the future 5-year bills are based on average gallons of water used. If the rate increases passes on April 10th, we will be able to use this standard form for customers that can be customized to their average usage in their household to help customers understand future bills for the rate change.

Civic Ready: Collections/Utility Billing are trying to inform customers of Civic Ready (mass notification center). Flyers were put out in January 2025's bill and there has been information on about Civic Ready on the bill since May 2023. We have also made Facebook posts in reference to signing up and the information is also on our website and post every time we send delinquent notices. The goal is for us to keep our community informed by text, call, or email. This includes information in reference to power outages, delinquent shut offs, major leaks, utility work or public works maintenance in their area, city wide cleanup, trash schedule changes, etc.

- Accounts for Community Events: 737
- Accounts for City Utilities: 580
- Accounts for Public Works: 515

Electric:

- Large outage due to the storm on April 29th. Hometown was utilized and updated with customers reports of power outage and damage. Utility Office worked with the crews in the field in reference to get ticket sent for trees in roadways and electric repairs needed.

Public Works: The Sanitation and Street Dept now work with tablets for service orders. Worked with Dave and Mike for publication of Public Works Day coming May 23rd. Flyers are ready for distribution.

Accounts Receivable: Courtney, Tyler, Jennifer and Sara can create invoices for the City of Monett.

- Invoices Total: 72
- (Admin & Justice Center) Rental: 2
- Airport: 1
- BOCA Other: 1
- Building Permits: 24
- Casino Rental: 11
- Community Building: 3
- Electric Misc Rev: 1
- Electric Supplies: 1
- Excavation/Driveway Permits: 1
- Firework Permit: 1
- Lab Test (Water Testing): 21
- Pavilion Rental: 2
- Sewer Misc: 1
- South Park Misc: 1
- Water Supplies: 1



Airport Manager Report

1. 1200 Aero
 - a. 669 total operations. Lower than last month total operations when we exceeded 1000+ total operations. This may be due to weather conditions throughout the month along with the storm at the end of the month.
2. Sponsorships/Events
 - a. Fly-in – Had follow-up meeting with Advisory Board members last week. Working on informing public and reinforming tenants/entities of the event.
 - b. Movie Night - Mid/end of June we will have a movie night at the airport hosted by the chamber. Need to look at a city booth, and currently getting more handouts for this and the Fly-In.
3. Fuel Farm
 - a. Had US Fueling Solutions come out on the 18th and cap off the line to the back-up pump to meet our requirements with the Missouri Insurance Fund doing line cap this week.
4. Marketing
 - a. Ordering items for fly-in along with Avfuel providing some handouts as well. Looking at doing shirts, pens, a banner, and planes. Hats are a possibly too.
 - b. Marketing Plan is being discussed for the Airport
5. Equipment Consolidation
 - a. Went and had Mechanic Department come out and review the equipment we are looking at getting rid of a few items such as a couple old mowers and a sweeper.

APRIL 2025:

New Residential Homes, Multi-Family Units, Improvements, Additions, Remodels, Roof Replacements, and Solar Panels:

	Cost	Permit Fee
5 Residential Homes	\$1,169,500.00	\$518.25
5 Improvements/Additions/Remodels.....	\$ 29,400.00	\$140.70
9 Roof Covering Replacements	\$ 74,361.44	\$253.97
0 Solar Panels.....	\$0	\$0

Totals: \$1,272,511.44

\$ 892.92

Commercial Permits

	Cost	Permit Fee
Bob Randall- 501 E. Broadway	\$ 500.00	\$ 20.00
Electric upgrade		
UHC Construction- 885 E. US HWY 60	\$ 57,778.00	\$ 173.13
Wal-Mart Special Project		
Jeff Neumeir- 1215 St Hwy 97	\$140,000.00	\$ 420.00
Airport Hangar		
True Build- 801 N. Lincoln	\$699,507.76	\$2,098.50
Clark Center HVAC Upgrade		
Gold Roofing LLC. – 205 E. Broadway	\$ 11,760.00	\$ 35.28
Repair Roof		

Totals: \$909,545.76

\$2,746.91

2025 Year to date totals:

28 Commercial Projects

8 Residential Homes

23 Roof Removals & Replacement

16 Improvements (Electric upgrades, storm shelters, foundation repair and pools)

0 Additions (garages, accessory structures & rooms)

5 Remodels (interior & exterior)

0 Solar Panels

Total Residential & Commercial Cost to Date: \$6,702,237.47

Total Residential & Commercial Permit Fees to Date: \$20,400.68



Projects not complete



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 Christopher T. Weiner, City Administrator

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Building & Development Summary Reporting Form

I. Department Information	Reporting Period: 04.01.25-04.30.25
Mailing Address: 217 5 th Street Monett, Mo. 65708	
Physical Address: 508 E. Bond Street Monett, Mo. 65708	
Telephone: 417-235-5306	Fax: 417-235-4612
Prepared By: Lenetta Garoutte	E-mail address: meseman@monettmo.gov

Monthly Caseload Information	
A. Inspections	
1. Electric Inspections	16
2. Rough-In Inspections	2
3. Final Inspections	12
4. Plumbing Inspections	2
5. Roof	27
6. Footing Inspections	1
7. Pool	1
8. Driveway	1
9. Setbacks	5
B. Code Violations	
1. Accumulations	5
2. Grass Violations	57
C. Permits Written	
1. Residential Homes	5
2. Solar	0
3. Roofs	9
4. Electric upgrades	4
5. Accessory Structures	0
6. Commercial Projects	5
7. Remodel	1
D. Business Licenses	
1. New	6
2. Re-opened	1
3. Closed	5
4. Renewals	12



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Communications Report

We have created a flier to advertise Monett to potential developers, continued advertising the SMOG survey and created a hiring advertisement for the fire position.

The votes are in for the name of the new city street sweeper. The winner will be announced at Public works Day later this month. Dave Dunn has ordered the vinyl sticker with the name.

We have heavily advertised the rules and regulations for the Citywide Cleanup, which began this past Monday.

We notified the community regarding closures on Broadway for work a private contractor is doing this week.

I attended the Monett Main Street Board meeting, The Monett Main Street community outreach meeting, the city Employee Advisory Committee meeting, Department Head meeting, weekly administrative team meetings and operations meetings. I also attended the first weekly Farmer's Market and First on Front.

The Intermediate School Career on Wheels event was a huge success and school representatives really appreciated each department's participation.

I managed regular updates on social media regarding storm clean-up, and would like to thank Skip Schaller and the Utilities Team and Dave Dunn and Public Works for their consistent communication which allowed us to make these updates. Our response to the storm was very positive from the community on social media and our teams did an outstanding job.

Facebook Statistics

Post Reach: This is the number of people have our posts in their feed without them visiting our page. This is based on the number of people who share, or comment on our posts, prompting the

FB algorithm to show our post in the feed of non-followers. The greater our reach, the more people begin following

January: 8,093

February: 10,855

March: 16,805

April: 126,600

Post Engagement: This is the number of people who are sharing, clicking “like” or other emojis, commenting or clicking links

January: 46,954

February: 89,691

March: 106,653

April: 789,962

New Followers: This is people who are new to our page

January: 83

February: 84

March: 76

April: 778

Link Clicks: People who are being redirected to our website

January: 222

February: 496

March: 1,574

April: 1,787

Reactions: These are the emojis people post to express “Like,” “Angry,” “Love,” etc.

January: 341

February: 668

March: 667

April: 8,847



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Comprehensive Plan Steering Committee Report

We coordinated with SMOG representatives to attend and hand out fliers for the Community Survey at both Food Truck Friday the second week of April, and at First on Front, the first week of May.

We have continued to regularly post reminders to take the survey on social media, and distributed fliers at multiple locations throughout town.

The Monett School District, Chamber of Commerce and other community partners have helped advertise the survey.

During this month's steering committee meeting, members recommended a special survey be created and distributed directly to upper high school students. That survey has been distributed by the school district.

SMOG is currently polling steering committee members to schedule the next meeting, which will be a SWAT regarding the survey.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: MONETT		Reporting Period: Apr 1, 2025 - Apr 30, 2025	
Mailing Address: 1901 E CLEVELAND, MONETT, MO 65708					
Physical Address: 1901 E CLEVELAND, MONETT, MO 65708				County: Barry County	
Telephone Number:		Fax Number:			
Prepared by: Mechele James			E-mail Address: mechele.james@courts.mo.gov		
Municipal Judge: Scott S. Sifferman					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		69	675	286	
B. Cases (citations/informations) filed		0	58	32	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	0	0	
3. court/bench trial - NOT GUILTY		0	0	0	
4. plea of GUILTY in court		6	85	9	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	11	1	
6. dismissed by court		0	13	0	
7. <i>nolle prosequi</i>		0	4	14	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		6	113	24	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		63	620	294	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		43	<u>IV. PARKING TICKETS</u>		
2. # Served/withdrawn during reporting period		51	☐ Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		760			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: MONETT	Reporting Period: Apr 1, 2025 - Apr 30, 2025
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<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$11,531.00	Court Automation	\$866.60
Clerk Fee - Excess Revenue	\$1,301.90	Due To Debt Collection	\$499.22
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$40.14	Law Enf Arrest-Local	\$469.26
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Other Disbursements	\$1,835.08
Total Excess Revenue	\$12,873.04	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$18,755.23
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$666.00
		Total Disbursements	\$19,421.23
Fines - Other	\$1,811.25		
Clerk Fee - Other	\$183.71		
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$123.79		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$882.71		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$5.65		
Law Enforcement Training (LET) Fund surcharge	\$246.00		
Domestic Violence Shelter surcharge	\$246.00		
Inmate Prisoner Detainee Security Fund surcharge	\$246.00		
Restitution	\$2.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$300.00		
Total Other Revenue	\$4,047.11		

MISSOURI JUDICIARY
MONETT MUNICIPAL
TRIAL BALANCE REPORT
FROM 01-Apr-2025 THRU 30-Apr-2025

Account Number	Account Name	Beginning Debit Balance	Beginning Credit Balance	Debits During Date Range	Credits During Date Range	Ending Debit Balance	Ending Credit Balance
1000	Cash	5,443.00		19,732.19	119.96	25,055.23	
2000	Accounts Payable				1,167.22		1,167.22
2100	Open Items			7,585.24	7,585.24		
2500	Payment Clearing			23,780.13	23,780.13		
5002	Clerk Fee-Municipal				183.71		183.71
5008	Court Automation		7.00	41.11	900.71		866.60
5016	CVC Surcharge State		7.13	41.87	917.45		882.71
5018	CVC Surcharge Muni				5.65		5.65
5020	Law Enf Arrest-Local				469.26		469.26
5022	LET-Muni		2.00	10.00	254.00		246.00
5024	POST-State		1.00	5.88	128.67		123.79
5032	Dom Viol - Muni		2.00	10.00	254.00		246.00
5034	Restitution			2.00	2.00		
5040	Fine-Muni Ordin Other				1,811.25		1,811.25
5056	Inmate Security Fund		2.00	10.00	254.00		246.00
5074	Due to Debt Collection			499.22	499.22		
5102	Clerk Fee-E/R		12.00	70.47	1,360.37		1,301.90
5118	CVC Surcharge-E/R		.37	2.17	41.94		40.14
5141	Fines-E/R		50.50	260.46	11,740.96		11,531.00
7008	Recipient Payable Detail Code			501.22	501.22		
8200	Bond-Posted		5,359.00	3,714.26	3,989.26		5,634.00
8202	Bond-Forfeited				300.00		300.00
8204	Bond Refund			666.00	666.00		
Totals:		5,443.00	5,443.00	56,932.22	56,932.22	25,055.23	25,055.23
No exceptions noted							

MISSOURI JUDICIARY
MONETT MUNICIPAL
TRIAL BALANCE REPORT
FROM 01-Apr-2025 THRU 30-Apr-2025

Account Number	Account Name	Beginning Debit Balance	Beginning Credit Balance	Debits During Date Range	Credits During Date Range	Ending Debit Balance	Ending Credit Balance
1000	Cash	5,443.00		19,732.19	19,541.19	5,634.00	
2000	Accounts Payable			19,421.23	19,421.23		
2100	Open Items			7,585.24	7,585.24		
2500	Payment Clearing			23,780.13	23,780.13		
5002	Clerk Fee-Municipal			183.71	183.71		
5008	Court Automation		7.00	907.71	900.71		
5016	CVC Surcharge State		7.13	924.58	917.45		
5018	CVC Surcharge Muni			5.65	5.65		
5020	Law Enf Arrest-Local			469.26	469.26		
5022	LET-Muni		2.00	256.00	254.00		
5024	POST-State		1.00	129.67	128.67		
5032	Dom Viol - Muni		2.00	256.00	254.00		
5034	Restitution			2.00	2.00		
5040	Fine-Muni Ordin Other			1,811.25	1,811.25		
5056	Inmate Security Fund		2.00	256.00	254.00		
5074	Due to Debt Collection			499.22	499.22		
5102	Clerk Fee-E/R		12.00	1,372.37	1,360.37		
5118	CVC Surcharge-E/R		.37	42.31	41.94		
5141	Fines-E/R		50.50	11,791.46	11,740.96		
7008	Recipient Payable Detail Code			501.22	501.22		
8200	Bond-Posted		5,359.00	3,714.26	3,989.26		5,634.00
8202	Bond-Forfeited			300.00	300.00		
8204	Bond Refund			666.00	666.00		
Totals:		5,443.00	5,443.00	94,607.46	94,607.46	5,634.00	5,634.00

No exceptions noted

MISSOURI JUDICIARY
MONETT MUNICIPAL
OPEN ITEMS SUMMARY REPORT
AS OF DATE: 30-Apr-2025

BANK NAME: Monett Municipal Checking
BANK ACCOUNT NUMBER: 152322612127

ACCOUNT	SUB TOTAL	BALANCE
BONDS IN OPEN ITEMS	5,634.00	5,634.00
BONDS IN OPEN ITEMS (not posted)	0.00	
DEBIT ACCOUNTS WITH BALANCE	0.00	0.00
DEBIT ACCOUNTS WITH BALANCE (not posted)	0.00	
GARNISHMENT ACCOUNTS	0.00	0.00
OPEN ITEMS/SUSPENSE ACCOUNTS	0.00	0.00
OPEN ITEMS/SUSPENSE ACCOUNTS (not posted)	0.00	
OTHER GENERAL LEDGER ACCOUNTS	0.00	0.00
OUTSTANDING PAYABLES	0.00	0.00
UNSATISFIED RECOVERABLES	0.00	0.00
TOTAL		5,634.00

NOTE

The data under the columns headed RECEIPT NO. and RECEIPT DATE show data as of the last activity date and not, necessarily, as of the AS OF DATE of the report. The data under the column headed AMOUNT is as of the AS OF DATE of the report.

*Account data reported is based upon the As of Date entered by the user. This report may not reflect the current status of Open Items Accounts.

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JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
ADAMS, ALICIA RACHELLE	230308571 CITY OF MONETT V ALICIA RACHELLE ADAMS Charge: 1 21-Jun-2024 ORD301.0:Failed To Register Vehicle Disposition: 01-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50 Charge: 2 21-Jun-2024 ORD300.0:Seat Belt Violation - Other Disposition: 01-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 2 - Defendant sentenced to Fine \$10.00 Fine Amount: \$ 10.00	Order Date: 01-Apr-2025 Start Date: 01-Apr-2025 Order Date: 01-Apr-2025 Start Date: 01-Apr-2025	01-Apr-2025 02-Apr-2025
ADAMS, ALICIA RACHELLE	240410979 CITY OF MONETT V ALICIA RACHELLE ADAMS Charge: 1 22-Nov-2024 ORD301.0:Failed To Register Vehicle Disposition: 01-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 01-Apr-2025 Start Date: 01-Apr-2025	01-Apr-2025 02-Apr-2025
ADAMS, ALICIA RACHELLE	240410980 CITY OF MONETT V ALICIA RACHELLE ADAMS Charge: 1 22-Nov-2024 ORD302.0:Driving While Revoked Or Suspended Disposition: 01-Apr-2025 Guilty Plea Sentence or SIS: Incarceration Jail Length: 48 Hours Text: Count 1 - Defendant sentenced to 48 Hours Jail (given credit for time served) and Court Costs.	Order Date: 01-Apr-2025 Start Date: 01-Apr-2025	01-Apr-2025 02-Apr-2025
ADAMS, ALICIA RACHELLE	240411209 CITY OF MONETT V ALICIA RACHELLE ADAMS		

* There will not be a Satisfied Date displayed for Criminal and Traffic Sentencing records.

JUDGMENT/SENTENCE ACTIVITY DATE 01-Apr-2025 TO 30-Apr-2025

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
ADAMS, ALICIA RACHELLE	240411209 CITY OF MONETT V ALICIA RACHELLE ADAMS Charge:1 13-Jan-2025 ORD302.0Driving While Revoked Or Suspended Disposition:01-Apr-2025 Guilty Plea Sentence or SIS:Incarceration Jail Length: 48 Hours Text: Count 1 - Defendant sentenced to 48 Hours Jail and Court Costs. Order Date:01-Apr-2025 Start Date: 01-Apr-2025		01-Apr-2025 02-Apr-2025
ADAMS, ALICIA RACHELLE	240411244 CITY OF MONETT V ALICIA RACHELLE ADAMS Charge:1 19-Jan-2025 ORD304.0Exceeded Posted Speed Limit (11-15 Mph Over) Disposition:01-Apr-2025 Guilty Plea Sentence or SIS:Fine Text: Count 1 - Defendant sentenced to Fine \$70.50 and Court Costs. Fine Amount: \$ 70.50 Order Date:01-Apr-2025 Start Date: 01-Apr-2025		01-Apr-2025 02-Apr-2025
ADAMS, ALICIA RACHELLE	240411245 CITY OF MONETT V ALICIA RACHELLE ADAMS Charge:1 19-Jan-2025 ORD301.0Failed To Register Vehicle Disposition:01-Apr-2025 Guilty Plea Sentence or SIS:Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50 Order Date:01-Apr-2025 Start Date: 01-Apr-2025		01-Apr-2025 02-Apr-2025
ADAMS, ALICIA RACHELLE	240411246 CITY OF MONETT V ALICIA RACHELLE ADAMS Charge:1 19-Jan-2025 ORD303.0Oper Veh Without Maintaining Financial Responsibility Disposition:01-Apr-2025 Guilty Plea Sentence or SIS:Fine Text: Count 1 - Defendant sentenced to Fine \$80.50 and Court Costs. Fine Amount: \$ 80.50 Order Date:01-Apr-2025 Start Date: 01-Apr-2025		01-Apr-2025 02-Apr-2025

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* There will not be a Satisfied Date displayed for Criminal and Traffic Sentencing records.

JUDGMENT/SENTENCE ACTIVITY DATE 01-Apr-2025 TO 30-Apr-2025

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
ALLEY, DANIEL GENE	240410712 CITY OF MONETT V DANIEL GENE ALLEY Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$366.50 and Court Costs. Fine Amount: \$ 366.50	Start Date: 23-Apr-2025	23-Apr-2025 23-Apr-2025
ALLEY, DANIEL GENE	240410713 CITY OF MONETT V DANIEL GENE ALLEY Charge: 1 13-Oct-2024 ORD901.0-Nuisance Violation Disposition: 23-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Start Date: 23-Apr-2025	23-Apr-2025 23-Apr-2025
ALLEY, DANIEL GENE	240410714 CITY OF MONETT V DANIEL GENE ALLEY Charge: 1 13-Oct-2024 ORD574.0-Peace Disturbance Disposition: 23-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$116.50 and Court Costs. Fine Amount: \$ 116.50	Start Date: 23-Apr-2025	23-Apr-2025 23-Apr-2025
ARGYRIS, JOHN Z	240411546 CITY OF MONETT V JOHN Z ARGYRIS Charge: 1 16-Mar-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 20-Apr-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$100.50 and Court Cost Fine Amount: \$ 100.50	Start Date: 20-Apr-2025	20-Apr-2025 20-Apr-2025
BANDA, ANGELICA RACHELLE	240411054 CITY OF MONETT V ANGELICA RACHELLE BANDA		

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JUDGMENT/SENTENCE ACTIVITY DATE 01-Apr-2025 TO 30-Apr-2025

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
BANDA, ANGELICA RACHELLE	240411054 CITY OF MONETT V ANGELICA RACHELLE BANDA Charge: 1 03-Dec-2024 ORD578.0Animal - Health & Safety Disposition:01-Apr-2025 Guilty Plea Sentence or SIS:Suspended Imposition of Sent. Order Date:01-Apr-2025 Start Date: 01-Apr-2025 Length: 6 Months Text: Count 1 - Defendant granted SIS, 6 Months Probation and Court Costs. Program:PROBATION Classification: UNSUPERVISED Associated To: Charge 1 Start Date:01-Apr-2025 Due to End: 01-Oct-2025 Agency: MONETT MUNICIPAL DIVISION		01-Apr-2025 03-Apr-2025
BARNES, JEREMY ALLEN	240411107 CITY OF MONETT V JEREMY ALLEN BARNES Charge: 1 18-Dec-2024 ORD304.0Exceeded Posted Speed Limit (11-15 Mph Over) Disposition:17-Apr-2025 Guilty Plea Sentence or SIS:Fine Text: Count 1 - Defendant sentenced to Fine \$70.50 and Court Costs. Fine Amount: \$ 70.50 Order Date:17-Apr-2025 Start Date: 17-Apr-2025		17-Apr-2025 17-Apr-2025
BOLEY, TRACY RAY	240411486 CITY OF MONETT V TRACY RAY BOLEY Charge: 1 05-Mar-2025 ORD301.0Failed To Register Vehicle Disposition:02-Apr-2025 Guilty Plea Written Sentence or SIS:Fine Text: Defendant sentenced to Fine \$50.50 and Court Cost Fine Amount: \$ 50.50 Order Date:02-Apr-2025 Start Date: 02-Apr-2025		02-Apr-2025 02-Apr-2025
BRATTIN, CHASE MICHAEL	230308613 CITY OF MONETT V CHASE MICHAEL BRATTIN Charge: 1 30-Jun-2024 ORD901.0Nuisance Violation Disposition:15-Apr-2025 Guilty Plea		

* There will not be a Satisfied Date displayed for Criminal and Traffic Sentencing records.

JUDGMENT/SENTENCE ACTIVITY DATE 01-Apr-2025 TO 30-Apr-2025

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
BRATTIN, CHASE MICHAEL	230308613 CITY OF MONETT V CHASE MICHAEL BRATTIN Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$366.50 and Court Costs. Fine Amount: \$ 366.50	Order Date: 15-Apr-2025 Start Date: 15-Apr-2025	15-Apr-2025 17-Apr-2025
BRATTIN, CHASE MICHAEL	230308614 CITY OF MONETT V CHASE MICHAEL BRATTIN Charge: 1 30-Jun-2024 ORD307.0-Defective Equipment Disposition: 15-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 15-Apr-2025 Start Date: 15-Apr-2025	15-Apr-2025 17-Apr-2025
BROWN, ANGELA LAURISSA	230307614-01 CITY OF MONETT V ANGELA LAURISSA BROWN Charge: 1 06-Dec-2023 ORD301.0-Failed To Register Vehicle Disposition: 08-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 08-Apr-2025 Start Date: 08-Apr-2025	08-Apr-2025 09-Apr-2025
BROWN, ANGELA LAURISSA	230307615-01 CITY OF MONETT V ANGELA LAURISSA BROWN Charge: 1 06-Dec-2023 ORD307.0-Defective Equipment Disposition: 08-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 08-Apr-2025 Start Date: 08-Apr-2025	08-Apr-2025 09-Apr-2025
BROWN, ANGELA LAURISSA	230307616-01 CITY OF MONETT V ANGELA LAURISSA BROWN		

* There will not be a Satisfied Date displayed for Criminal and Traffic Sentencing records.

JUDGMENT/SENTENCE ACTIVITY DATE 01-Apr-2025 TO 30-Apr-2025

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
BROWN, ANGELA LAURISSA	230307616-01 CITY OF MONETT V ANGELA LAURISSA BROWN Charge: 1 06-Dec-2023 ORD901.0-Nuisance Violation Disposition: 08-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 08-Apr-2025 Start Date: 08-Apr-2025	08-Apr-2025 09-Apr-2025
BUNCH, BUDDY RAY	240411313 CITY OF MONETT V BUDDY RAY BUNCH Charge: 1 14-Jan-2025 ORD566.0-Sexual Misconduct Disposition: 01-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$466.50 and Court Costs. Fine Amount: \$ 466.50	Order Date: 01-Apr-2025 Start Date: 01-Apr-2025	01-Apr-2025 02-Apr-2025
CARDENAS, CRYSTAL ROSE	240410791 CITY OF MONETT V CRYSTAL ROSE CARDENAS Charge: 1 23-Oct-2024 ORD300.0-Fail To Stop At Stop Sign At Stop Line/Before Crosswalk/Point Nearest Intersection - County Disposition: 01-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$60.50 and Court Costs. Fine Amount: \$ 60.50	Order Date: 01-Apr-2025 Start Date: 01-Apr-2025	01-Apr-2025 02-Apr-2025
CARLTON, CORY WAYNE	240411444 CITY OF MONETT V CORY WAYNE CARLTON Charge: 1 27-Feb-2025 ORD303.0-Oper Veh Without Maintaining Financial Responsibility Disposition: 29-Apr-2025 Guilty Plea		

* There will not be a Satisfied Date displayed for Criminal and Traffic Sentencing records.

JUDGMENT/SENTENCE ACTIVITY DATE 01-Apr-2025 TO 30-Apr-2025

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
CARLTON, CORY WAYNE	240411444 CITY OF MONETT V CORY WAYNE CARLTON Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$80.50 and Court Costs. Fine Amount: \$ 80.50	Start Date: 29-Apr-2025	29-Apr-2025 30-Apr-2025
CASH, DUSTIN ALLEN	240411489 CITY OF MONETT V DUSTIN ALLEN CASH Charge: 1 05-Mar-2025 ORD300.0-Miscellaneous Moving Violation Text: USING AN ELECTRONIC COMMUNICATION DEVICE WHILE DRIVING Disposition: 08-Apr-2025 Guilty Plea Written Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$60.50 and Court Costs. Fine Amount: \$ 60.50	Start Date: 08-Apr-2025	08-Apr-2025 09-Apr-2025
CECENAS HERNANDEZ, FRANCISCO	240411487 CITY OF MONETT V FRANCISCO CECENAS HERNANDEZ Charge: 1 05-Mar-2025 ORD300.0-Miscellaneous Moving Violation Text: USING AN ELECTRONIC COMMUNICATION DEVICE WHILE DRIVING Disposition: 08-Apr-2025 Guilty Plea Written Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$60.50 and Court Costs. Fine Amount: \$ 60.50	Start Date: 08-Apr-2025	08-Apr-2025 09-Apr-2025
CHAVEZ, HANNAH LUCIA	240411189 CITY OF MONETT V HANNAH LUCIA CHAVEZ Charge: 1 06-Jan-2025 ORD901.0-Nuisance Violation Disposition: 15-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Start Date: 15-Apr-2025	15-Apr-2025 17-Apr-2025

* There will not be a Satisfied Date displayed for Criminal and Traffic Sentencing records.

JUDGMENT/SENTENCE ACTIVITY DATE 01-Apr-2025 TO 30-Apr-2025

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
CONTRERAS, JORGE	240411505 CITY OF MONETT V JORGE CONTRERAS Charge: 1 09-Mar-2025 ORD304.0-Exceeded Posted Speed Limit (20-25 Mph Over) Disposition: 15-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$155.50 and Court Costs. Fine Amount: \$ 155.50 Order Date: 15-Apr-2025 Start Date: 15-Apr-2025		15-Apr-2025 15-Apr-2025
CRISTOBAL MENDOZA, GABRIELA	240411332 CITY OF MONETT V GABRIELA CRISTOBAL MENDOZA Charge: 1 06-Feb-2025 ORD302.0-Operate Vehicle On Highway Without Valid Or No License Disposition: 15-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$120.50 and Court Costs. Fine Amount: \$ 120.50 Order Date: 15-Apr-2025 Start Date: 15-Apr-2025		15-Apr-2025 17-Apr-2025
CUC CAC, EDGAR ROMUALDO	240411613 CITY OF MONETT V EDGAR ROMUALDO CUC CAC Charge: 1 30-Mar-2025 ORD302.0-Operate Vehicle On Highway Without Valid Or No License Disposition: 29-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$60.50 and Court Costs. Fine Amount: \$ 60.50 Order Date: 29-Apr-2025 Start Date: 29-Apr-2025		29-Apr-2025 30-Apr-2025
CUC CAC, EDGAR ROMUALDO	240411614 CITY OF MONETT V EDGAR ROMUALDO CUC CAC Charge: 1 30-Mar-2025 ORD303.0-Oper Veh Without Maintaining Financial Responsibility Disposition: 29-Apr-2025 Guilty Plea		

* There will not be a Satisfied Date displayed for Criminal and Traffic Sentencing records.

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
CUC CAC, EDGAR ROMUALDO	240411614 CITY OF MONETT V EDGAR ROMUALDO CUC CAC Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$80.50 and Court Costs. Fine Amount: \$ 80.50	Order Date: 29-Apr-2025 Start Date: 29-Apr-2025	29-Apr-2025 30-Apr-2025
CUC CAC, EDGAR ROMUALDO	240411615 CITY OF MONETT V EDGAR ROMUALDO CUC CAC Charge: 1 30-Mar-2025 ORD300.0-Driver Fail To Secure Child Who Is Less Than 8 Years Old In A Child Restraint Or Booster Seat Disposition: 29-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$49.50 and Court Costs. Fine Amount: \$ 49.50	Order Date: 29-Apr-2025 Start Date: 29-Apr-2025	29-Apr-2025 30-Apr-2025
DE LOERA, OLGA R	240411537 CITY OF MONETT V OLGA R DE LOERA Charge: 1 14-Mar-2025 ORD300.0-Fail To Stop At Stop Sign At Stop Line/Before Crosswalk/Point Nearest Intersection - County Disposition: 29-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$60.50 and Court Costs. Fine Amount: \$ 60.50	Order Date: 29-Apr-2025 Start Date: 29-Apr-2025	29-Apr-2025 30-Apr-2025
DOUTHITT, THOMAS LEE	240411514 CITY OF MONETT V THOMAS LEE DOUTHITT Charge: 1 10-Mar-2025 ORD301.0-Failed To Register Vehicle Disposition: 15-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$53.50 And Court Costs Fine Amount: \$ 53.50	Order Date: 15-Apr-2025 Start Date: 15-Apr-2025	15-Apr-2025 16-Apr-2025

* There will not be a Satisfied Date displayed for Criminal and Traffic Sentencing records.

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
DUBSON, DEEANN	240411509 CITY OF MONETT V DEEANN DUBSON Charge: 1 10-Mar-2025 ORD304.0-Exceeded Posted Speed Limit (20-25 Mph Over) Disposition: 09-Apr-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$155.50 and Court Cost Fine Amount: \$ 155.50 Order Date: 09-Apr-2025 Start Date: 09-Apr-2025		09-Apr-2025 09-Apr-2025
ELLIS, TREVOR MATEO	240411152 CITY OF MONETT V TREVOR MATEO ELLIS Charge: 1 29-Dec-2024 ORD307.0-Defective Equipment Disposition: 28-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50 Order Date: 28-Apr-2025 Start Date: 28-Apr-2025		28-Apr-2025 28-Apr-2025
GARCIA GONZALEZ, JOSE ANTONIO	240411391 CITY OF MONETT V JOSE ANTONIO GARCIA GONZALEZ Charge: 1 17-Feb-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 29-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$70.50 and Court Costs. Fine Amount: \$ 70.50 Order Date: 29-Apr-2025 Start Date: 29-Apr-2025		29-Apr-2025 30-Apr-2025
GARCIA GONZALEZ, JOSE ANTONIO	240411392 CITY OF MONETT V JOSE ANTONIO GARCIA GONZALEZ Charge: 1 17-Feb-2025 ORD302.0-Operate Vehicle On Highway Without Valid Or No License Disposition: 29-Apr-2025 Guilty Plea		

* There will not be a Satisfied Date displayed for Criminal and Traffic Sentencing records.

JUDGMENT/SENTENCE ACTIVITY DATE 01-Apr-2025 TO 30-Apr-2025

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
GARCIA GONZALEZ, JOSE ANTONIO	240411392 CITY OF MONETT V JOSE ANTONIO GARCIA GONZALEZ Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$60.50 and Court Costs. Fine Amount: \$ 60.50 Charge: 1 05-Mar-2025 ORD301.0-Failed To Register Vehicle Text: LP EXP 3/24/2023 Disposition: 15-Apr-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$50.50 and Court Cost Fine Amount: \$ 50.50	Order Date: 29-Apr-2025 Start Date: 29-Apr-2025	29-Apr-2025 30-Apr-2025
GAUCIN ORTEGA, JOSE ABRAHAM	240411480 CITY OF MONETT V JOSE ABRAHAM GAUCIN ORTEGA Charge: 1 05-Mar-2025 ORD301.0-Failed To Register Vehicle Text: LP EXP 3/24/2023 Disposition: 15-Apr-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$50.50 and Court Cost Fine Amount: \$ 50.50	Order Date: 15-Apr-2025 Start Date: 15-Apr-2025	15-Apr-2025 15-Apr-2025
GODSY, BETHANY KAYE	230307707 CITY OF MONETT V BETHANY KAYE GODSY Charge: 1 21-Dec-2023 ORD901.0-Nuisance Violation Disposition: 15-Apr-2025 Guilty Plea Sentence or SIS: Incarceration Jail Length: 48 Hours Text: Count 1 - Defendant sentenced to 48 Hours Jail and Court Costs.	Order Date: 15-Apr-2025 Start Date: 15-Apr-2025	15-Apr-2025 17-Apr-2025
GODSY, BETHANY KAYE	230308057 CITY OF MONETT V BETHANY KAYE GODSY Charge: 1 24-Mar-2024 ORD901.0-Nuisance Violation Disposition: 15-Apr-2025 Guilty Plea Sentence or SIS: Incarceration Jail Length: 48 Hours Text: Count 1 - Defendant sentenced to 48 Hours Jail and Court Costs.	Order Date: 15-Apr-2025 Start Date: 15-Apr-2025	15-Apr-2025 17-Apr-2025
GODSY, BETHANY KAYE	240410639 CITY OF MONETT V BETHANY KAYE GODSY Charge: 1 02-Oct-2024 ORD901.0-Nuisance Violation Disposition: 15-Apr-2025 Guilty Plea	Order Date: 15-Apr-2025 Start Date: 15-Apr-2025	15-Apr-2025 17-Apr-2025

* There will not be a Satisfied Date displayed for Criminal and Traffic Sentencing records.

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
GODSY, BETHANY KAYE	240410639 CITY OF MONETT V BETHANY KAYE GODSY Sentence or SIS: Incarceration Jail Length: 48 Hours Text: Count 1 - Defendant sentenced to 48 Hours Jail and Court Costs.	Order Date: 15-Apr-2025 Start Date: 15-Apr-2025	15-Apr-2025 17-Apr-2025
GOLD, JENNIFER	240411544 CITY OF MONETT V JENNIFER GOLD Charge: 1 15-Mar-2025 ORD307.0:Defective Equipment Disposition: 22-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$116.50 and Court Costs. Fine Amount: \$ 116.50	Order Date: 22-Apr-2025 Start Date: 22-Apr-2025	22-Apr-2025 24-Apr-2025
GONZALEZ REYES, JOSE ANTONIO	240411513 CITY OF MONETT V JOSE ANTONIO GONZALEZ REYES Charge: 1 10-Mar-2025 ORD578.0:Animal At Large Disposition: 15-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$75.50 and Court Costs. Fine Amount: \$ 75.50	Order Date: 15-Apr-2025 Start Date: 15-Apr-2025	15-Apr-2025 16-Apr-2025
GONZALEZ, DULIO ALBERTO	240411151 CITY OF MONETT V DULIO ALBERTO GONZALEZ Charge: 1 29-Dec-2024 ORD304.0:Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 08-Apr-2025 Guilty Plea Written Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	Order Date: 08-Apr-2025 Start Date: 08-Apr-2025	08-Apr-2025 09-Apr-2025
HARGETT, SARAH LYNN	240410910 CITY OF MONETT V SARAH LYNN HARGETT Charge: 1 12-Nov-2024 ORD301.0:Failed To Register Vehicle		

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JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
HARGETT, SARAH LYNN	240410910 CITY OF MONETT V SARAH LYNN HARGETT Disposition: 29-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$60.50 and Court Costs. Fine Amount: \$ 60.50	Order Date: 29-Apr-2025 Start Date: 29-Apr-2025	29-Apr-2025 30-Apr-2025
HASKINS, LOGAN	240411565 CITY OF MONETT V LOGAN HASKINS Charge: 1 22-Mar-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 22-Apr-2025 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Length: 6 Months Text: Count 1 - Defendant granted SIS, 6 Months Probation and Court Costs. Program: PROBATION Classification: UNSUPERVISED Associated To: Charge 1 Start Date: 22-Apr-2025 Due to End: 22-Oct-2025	Order Date: 22-Apr-2025 Start Date: 22-Apr-2025	22-Apr-2025 24-Apr-2025
HENDERSON, NOAH B	240411385 CITY OF MONETT V NOAH B HENDERSON Charge: 1 15-Feb-2025 ORD301.0-Failed To Register Vehicle Disposition: 01-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 01-Apr-2025 Start Date: 01-Apr-2025	01-Apr-2025 01-Apr-2025
HOGAN, ROBERT WAYNE	240411542 CITY OF MONETT V ROBERT WAYNE HOGAN Charge: 1 15-Mar-2025 ORD301.0-Failed To Register Vehicle Disposition: 22-Apr-2025 Guilty Plea		

Agency: MONETT MUNICIPAL
DIVISION

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JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
HOGAN, ROBERT WAYNE	240411542 CITY OF MONETT V ROBERT WAYNE HOGAN Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 22-Apr-2025 Start Date: 22-Apr-2025	22-Apr-2025 23-Apr-2025
HOLDEN, VIRAN	240411199 CITY OF MONETT V VIRAN HOLDEN Charge: 1 09-Jan-2025 ORD307.0-Defective Equipment Disposition: 01-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 01-Apr-2025 Start Date: 01-Apr-2025	01-Apr-2025 01-Apr-2025
HOLLAND, CRYSTAL	240411492 CITY OF MONETT V CRYSTAL HOLLAND Charge: 1 06-Mar-2025 ORD307.0-Defective Equipment Disposition: 08-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 08-Apr-2025 Start Date: 08-Apr-2025	08-Apr-2025 09-Apr-2025
HORNER, BRYANT M	240411491 CITY OF MONETT V BRYANT M HORNER Charge: 1 06-Mar-2025 ORD302.0-Operate Vehicle On Highway Without Valid Or No License Disposition: 15-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$80.50 and Court Costs. Fine Amount: \$ 80.50	Order Date: 15-Apr-2025 Start Date: 15-Apr-2025	15-Apr-2025 17-Apr-2025
HOUSTON, HEATHER	240411379 CITY OF MONETT V HEATHER HOUSTON		

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JUDGMENT/SENTENCE ACTIVITY DATE 01-Apr-2025 TO 30-Apr-2025

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
HOUSTON, HEATHER	240411379 CITY OF MONETT V HEATHER HOUSTON Charge: 1 14-Feb-2025 ORD307.0-Defective Equipment Disposition: 01-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 01-Apr-2025 Start Date: 01-Apr-2025	01-Apr-2025 03-Apr-2025
HOWERTON, EDWARD BEACH	240411113 CITY OF MONETT V EDWARD BEACH HOWERTON Charge: 1 18-Dec-2024 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 08-Apr-2025 Guilty Plea Written Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$70.50 and Court Costs. Fine Amount: \$ 70.50	Order Date: 08-Apr-2025 Start Date: 08-Apr-2025	08-Apr-2025 09-Apr-2025
INDOVINA, ZACHARY JOSEPH	230306965 CITY OF MONETT V ZACHARY JOSEPH INDOVINA Charge: 1 06-Jul-2023 ORD901.0-Nuisance Violation Disposition: 01-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$216.50 and Court Costs. Fine Amount: \$ 216.50	Order Date: 01-Apr-2025 Start Date: 01-Apr-2025	01-Apr-2025 03-Apr-2025
JONES, MICHELLE LYNN	240411482 CITY OF MONETT V MICHELLE LYNN JONES Charge: 1 05-Mar-2025 ORD301.0-Failed To Register Vehicle Text: TAGS EXP 05/2024 Disposition: 15-Apr-2025 Guilty Plea		

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JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
JONES, MICHELLE LYNN	240411482 CITY OF MONETT V MICHELLE LYNN JONES Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Start Date: 15-Apr-2025	15-Apr-2025 17-Apr-2025
JONES, MICHELLE LYNN	240411483 CITY OF MONETT V MICHELLE LYNN JONES Charge: 1 05-Mar-2025 ORD304.0-Fail To Signal/Gave Improper Signal When Stopping/ Turning Left Or Right Disposition: 15-Apr-2025 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Order Date: 15-Apr-2025 Start Date: 15-Apr-2025 Length: 6 Months Text: Count 1 - Defendant granted SIS, 6 Months Probation and Court Costs. Program: PROBATION Classification: UNSUPERVISED Agency: MONETT MUNICIPAL DIVISION Associated To: Charge 1 Start Date: 15-Apr-2025 Due to End: 15-Oct-2025		15-Apr-2025 17-Apr-2025
KING, BRANDON AVERY	240411554 CITY OF MONETT V BRANDON AVERY KING Charge: 1 19-Mar-2025 ORD574.0-Disorderly Conduct Disposition: 22-Apr-2025 Alford Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$125.50 and Court Costs. Fine Amount: \$ 125.50	Order Date: 22-Apr-2025 Start Date: 22-Apr-2025	22-Apr-2025 24-Apr-2025
KLUMPP, AUTUMN LEIGH	240410474 CITY OF MONETT V AUTUMN LEIGH KLUMPP Charge: 1 02-Sep-2024 ORD307.0-Defective Equipment Disposition: 01-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$95.50 and Court Costs. Fine Amount: \$ 95.50	Order Date: 01-Apr-2025 Start Date: 01-Apr-2025	01-Apr-2025 03-Apr-2025

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JUDGMENT/SENTENCE ACTIVITY DATE 01-Apr-2025 TO 30-Apr-2025

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
KLUMPP, AUTUMN LEIGH	240410475 CITY OF MONETT V AUTUMN LEIGH KLUMPP Charge: 1 02-Sep-2024 ORD307.0-Defective Equipment Disposition: 01-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 01-Apr-2025 Start Date: 01-Apr-2025	01-Apr-2025 03-Apr-2025
KPOR, PAW	240411531 CITY OF MONETT V PAW KPOR Charge: 1 13-Mar-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 15-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$70.50 and Court Costs. Fine Amount: \$ 70.50	Order Date: 15-Apr-2025 Start Date: 15-Apr-2025	15-Apr-2025 17-Apr-2025
LIGGETT, DWIGHT D	650 CITY OF MONETT V DWIGHT D LIGGETT Charge: 1 27-Nov-2024 ORD901.0-Nuisance Violation Text: 213 PEARL, MONETT Disposition: 25-Mar-2025 Guilty Plea Sentence or SIS: Fine Text: Defendant sentenced to Fine \$150.50 and Court Cost, 6 Months Probation Fine Amount: \$ 150.50	Order Date: 01-Apr-2025 Start Date: 01-Apr-2025	01-Apr-2025 03-Apr-2025
LINDSEY, ISAAC BRADLEY	240411315 CITY OF MONETT V ISAAC BRADLEY LINDSEY Charge: 1 05-Feb-2025 ORD307.0-Defective Equipment Disposition: 15-Apr-2025 Guilty Plea		

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JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
LINDSEY, ISAAC BRADLEY	240411315 CITY OF MONETT V ISAAC BRADLEY LINDSEY Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 15-Apr-2025 Start Date: 15-Apr-2025	15-Apr-2025 17-Apr-2025
LINDSEY, ISAAC BRADLEY	240411316 CITY OF MONETT V ISAAC BRADLEY LINDSEY Charge: 1 05-Feb-2025 ORD301.0Display/Possess Plates Of Another Disposition: 15-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$45.50 and Court Costs. Fine Amount: \$ 45.50	Order Date: 15-Apr-2025 Start Date: 15-Apr-2025	15-Apr-2025 17-Apr-2025
MAHONEY, FIONA	240411383 CITY OF MONETT V FIONA MAHONEY Charge: 1 15-Feb-2025 ORD307.0Defective Equipment Disposition: 29-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 29-Apr-2025 Start Date: 29-Apr-2025	29-Apr-2025 30-Apr-2025
MARCINEK, JEREMY AUSTIN	240411369 CITY OF MONETT V JEREMY AUSTIN MARCINEK Charge: 1 12-Feb-2025 ORD307.0Defective Equipment Disposition: 29-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$116.50 and Court Costs. Fine Amount: \$ 116.50	Order Date: 29-Apr-2025 Start Date: 29-Apr-2025	29-Apr-2025 29-Apr-2025
MCBRIDE, PATRICIA	240411541 CITY OF MONETT V PATRICIA MCBRIDE		

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JUDGMENT/SENTENCE ACTIVITY DATE 01-Apr-2025 TO 30-Apr-2025

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
MCBRIDE, PATRICIA	240411541 CITY OF MONETT V PATRICIA MCBRIDE Charge: 1 15-Mar-2025 ORD304.0.Exceeded Posted Speed Limit (6-10 Mph Over) Disposition: 07-Apr-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$60.50 and Court Cost Fine Amount: \$ 60.50	Order Date: 07-Apr-2025 Start Date: 07-Apr-2025 07-Apr-2025 07-Apr-2025	
MCCABE, RANDY	240411543 CITY OF MONETT V RANDY MCCABE Charge: 1 15-Mar-2025 ORD304.0.Exceeded Posted Speed Limit (6-10 Mph Over) Disposition: 04-Apr-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$60.50 and Court Cost Fine Amount: \$ 60.50	Order Date: 04-Apr-2025 Start Date: 04-Apr-2025 04-Apr-2025 04-Apr-2025	
MCKEE, TYLER KENT	240411574 CITY OF MONETT V TYLER KENT MCKEE Charge: 1 26-Mar-2025 ORD304.0.Speeding (46-50 Mph Over) Disposition: 29-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$400.50 and Court Costs. Fine Amount: \$ 400.50	Order Date: 29-Apr-2025 Start Date: 29-Apr-2025 29-Apr-2025 30-Apr-2025	
MEJIA, RENE	240410355 CITY OF MONETT V RENE MEJIA Charge: 1 14-Aug-2024 ORD307.0.Defective Equipment Disposition: 22-Apr-2025 Guilty Plea		

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JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
MEJIA, RENE	240410355 CITY OF MONETT V RENE MEJIA Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 22-Apr-2025 Start Date: 22-Apr-2025	22-Apr-2025 24-Apr-2025
MEJIA, RENE	240410356 CITY OF MONETT V RENE MEJIA Charge: 1 14-Aug-2024 ORD901.0-Nuisance Violation Disposition: 22-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 22-Apr-2025 Start Date: 22-Apr-2025	22-Apr-2025 24-Apr-2025
MENDEZ CATALAN, ERIKA	240411294 CITY OF MONETT V ERIKA MENDEZ CATALAN Charge: 1 31-Jan-2025 ORD901.0-Nuisance Violation Disposition: 08-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 08-Apr-2025 Start Date: 08-Apr-2025	08-Apr-2025 08-Apr-2025
MENDEZ CATALAN, ERIKA	240411295 CITY OF MONETT V ERIKA MENDEZ CATALAN Charge: 1 31-Jan-2025 ORD307.0-Defective Equipment Disposition: 08-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$116.50 and Court Costs. Fine Amount: \$ 116.50	Order Date: 08-Apr-2025 Start Date: 08-Apr-2025	08-Apr-2025 08-Apr-2025
MORALES GONZALEZ, RICARDO	230307782 CITY OF MONETT V RICARDO MORALES GONZALEZ		

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JUDGMENT/SENTENCE ACTIVITY DATE 01-Apr-2025 TO 30-Apr-2025

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
MORALES GONZALEZ, RICARDO	230307782 CITY OF MONETT V RICARDO MORALES GONZALEZ Charge: 1 09-Jan-2024 ORD901.0-Nuisance Violation Disposition: 29-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 29-Apr-2025 Start Date: 29-Apr-2025	29-Apr-2025 30-Apr-2025
MORALES PEREZ, JUAN DANIEL	230308621 CITY OF MONETT V JUAN DANIEL MORALES PEREZ Charge: 1 02-Jul-2024 ORD901.0-Nuisance Violation Disposition: 22-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$366.50 and Court Costs. Fine Amount: \$ 366.50	Order Date: 22-Apr-2025 Start Date: 22-Apr-2025	22-Apr-2025 22-Apr-2025
MORALES PEREZ, JUAN DANIEL	230308622 CITY OF MONETT V JUAN DANIEL MORALES PEREZ Charge: 1 02-Jul-2024 ORD307.0-Defective Equipment Disposition: 22-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 22-Apr-2025 Start Date: 22-Apr-2025	22-Apr-2025 22-Apr-2025
MORALES PEREZ, JUAN DANIEL	230308623 CITY OF MONETT V JUAN DANIEL MORALES PEREZ Charge: 1 02-Jul-2024 ORD307.0-Defective Equipment Disposition: 22-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 22-Apr-2025 Start Date: 22-Apr-2025	22-Apr-2025 22-Apr-2025

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JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
NORMAN, MELISSA ANN	240411088 CITY OF MONETT V MELISSA ANN NORMAN Charge: 1 13-Dec-2024 ORD577.0-Dwi - Drug Intoxication Disposition: 22-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$350.50 and Court Costs. Fine Amount: \$ 350.50	Order Date: 22-Apr-2025 Start Date: 22-Apr-2025	22-Apr-2025 23-Apr-2025
NORMAN, MELISSA ANN	240411089 CITY OF MONETT V MELISSA ANN NORMAN Charge: 1 13-Dec-2024 ORD574.0-Disorderly Conduct Disposition: 22-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	Order Date: 22-Apr-2025 Start Date: 22-Apr-2025	22-Apr-2025 23-Apr-2025
NORMAN, MELISSA ANN	240411093 CITY OF MONETT V MELISSA ANN NORMAN Charge: 1 14-Dec-2024 ORD577.0-Dwi - Drug Intoxication Disposition: 22-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$350.50 and Court Costs. Fine Amount: \$ 350.50	Order Date: 22-Apr-2025 Start Date: 22-Apr-2025	22-Apr-2025 23-Apr-2025
NORMAN, MELISSA ANN	240411094 CITY OF MONETT V MELISSA ANN NORMAN Charge: 1 14-Dec-2024 ORD302.0-Driving While Revoked Or Suspended Disposition: 22-Apr-2025 Guilty Plea Sentence or SIS: Incarceration Jail Length: 2 Days Text: Count 1 - Defendant sentenced to 2 Days Jail and Court Costs.	Order Date: 22-Apr-2025 Start Date: 22-Apr-2025	22-Apr-2025 23-Apr-2025
NORRIS, KENDRA LEAN	240411182 CITY OF MONETT V KENDRA LEAN NORRIS		

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JUDGMENT/SENTENCE ACTIVITY DATE 01-Apr-2025 TO 30-Apr-2025

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
NORRIS, KENDRA LEAN	240411182 CITY OF MONETT V KENDRA LEAN NORRIS Charge: 1 04-Jan-2025 ORD570.0-Stealing/Larceny/Theft Disposition: 01-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	Order Date: 01-Apr-2025 Start Date: 01-Apr-2025	01-Apr-2025 02-Apr-2025
PAGE, PRESTON ROBERT H	230308302 CITY OF MONETT V PRESTON ROBERT H PAGE Charge: 1 10-May-2024 ORD307.0-Defective Equipment Disposition: 08-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 08-Apr-2025 Start Date: 08-Apr-2025	08-Apr-2025 09-Apr-2025
PAGE, PRESTON ROBERT H	230308303 CITY OF MONETT V PRESTON ROBERT H PAGE Charge: 1 10-May-2024 ORD301.0-Failed To Register Vehicle Disposition: 08-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 08-Apr-2025 Start Date: 08-Apr-2025	08-Apr-2025 09-Apr-2025
RAMIREZ VEGA, BRYAN	240411167 CITY OF MONETT V BRYAN RAMIREZVEGA Charge: 1 01-Jan-2025 ORD304.0-Exceeded Posted Speed Limit (6-10 Mph Over) Disposition: 01-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$60.50 and Court Costs. Fine Amount: \$ 60.50	Order Date: 01-Apr-2025 Start Date: 01-Apr-2025	01-Apr-2025 02-Apr-2025

* There will not be a Satisfied Date displayed for Criminal and Traffic Sentencing records.

JUDGMENT/SENTENCE ACTIVITY DATE 01-Apr-2025 TO 30-Apr-2025

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
RAMIREZ VEGA, BRYAN	240411168 CITY OF MONETT V BRYAN RAMIREZ VEGA Charge: 1 01-Jan-2025 ORD302.0-Driving While Revoked Or Suspended Disposition: 01-Apr-2025 Guilty Plea Sentence or SIS: Incarceration Jail Length: 48 Hours Text: Count 1 - Defendant sentenced to 48 Hours Jail and Court Costs. Order Date: 01-Apr-2025 Start Date: 01-Apr-2025		01-Apr-2025 02-Apr-2025
RODRIGUEZ ESTRADA, RONY	240411504 CITY OF MONETT V RONY RODRIGUEZ ESTRADA Charge: 1 09-Mar-2025 ORD304.0-Exceeded Posted Speed Limit (20-25 Mph Over) Disposition: 29-Apr-2025 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Length: 1 Year Text: Count 1 - Defendant granted SIS, 1 Years Probation and Court Costs. Program: PROBATION Classification: UNSUPERVISED Associated To: Charge 1 Start Date: 29-Apr-2025 Due to End: 29-Apr-2026 Order Date: 29-Apr-2025 Start Date: 29-Apr-2025		29-Apr-2025 29-Apr-2025
RODRIGUEZ, OMAR JESUS	240411621 CITY OF MONETT V OMAR JESUS RODRIGUEZ Charge: 1 31-Mar-2025 ORD300.0-Miscellaneous Moving Violation Disposition: 29-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50 Order Date: 29-Apr-2025 Start Date: 29-Apr-2025		29-Apr-2025 30-Apr-2025
SALAS GARCIA, SOLEDAD	240411512 CITY OF MONETT V SOLEDAD SALAS GARCIA Charge: 1 10-Mar-2025 ORD300.0-Fail To Stop At Stop Sign At Stop Line/Before Crosswalk/Point Nearest Intersection - County		

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JUDGMENT/SENTENCE ACTIVITY DATE 01-Apr-2025 TO 30-Apr-2025

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
SALAS GARCIA, SOLEDAD	240411512 CITY OF MONETT V SOLEDAD SALAS GARCIA Disposition: 15-Apr-2025 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Order Date: 15-Apr-2025 Start Date: 15-Apr-2025 Length: 6 Months Text: Count 1 - Defendant granted SIS, 6 Months Probation and Court Costs. Program: PROBATION Classification: UNSUPERVISED Agency: MONETT MUNICIPAL Associated To: Charge 1 Start Date: 15-Apr-2025 Due to End: 15-Oct-2025		15-Apr-2025 17-Apr-2025
SCHJENKEN, ERIC	240411522 CITY OF MONETT V ERIC SCHJENKEN Charge: 1 11-Mar-2025 ORD307.0-Defective Equipment Disposition: 08-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50		08-Apr-2025 09-Apr-2025
SERRANO GONZALEZ, JULIA	240411441 CITY OF MONETT V JULIA SERRANO GONZALEZ Charge: 1 27-Feb-2025 ORD300.0-Failed To Stop For Steady Red Signal At Crosswalk/ Stop Line/Point Nearest Intersection Disposition: 29-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$60.50 and Court Costs. Fine Amount: \$ 60.50		29-Apr-2025 30-Apr-2025
SERRANO RUEDA, MIKE	230307789 CITY OF MONETT V MIKE SERRANO RUEDA Charge: 1 12-Jan-2024 ORD901.0-Nuisance Violation Disposition: 08-Apr-2025 Guilty Plea		

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JUDGMENT/SENTENCE ACTIVITY DATE 01-Apr-2025 TO 30-Apr-2025

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
SERRANO RUEDA, MIKE	230307789 CITY OF MONETT V MIKE SERRANO RUEDA Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 08-Apr-2025 Start Date: 08-Apr-2025	08-Apr-2025 09-Apr-2025
SERRANO RUEDA, MIKE	230307790 CITY OF MONETT V MIKE SERRANO RUEDA Charge: 1 12-Jan-2024 ORD901.0.Nuisance Violation Disposition: 08-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$366.50 and Court Costs. Fine Amount: \$ 366.50	Order Date: 08-Apr-2025 Start Date: 08-Apr-2025	08-Apr-2025 09-Apr-2025
SUSTAITA, STEPHANIE ERLIN	240410939 CITY OF MONETT V STEPHANIE ERLIN SUSTAITA Charge: 1 17-Nov-2024 ORD574.0.Disorderly Conduct Text: AFFRAY Disposition: 15-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 15-Apr-2025 Start Date: 15-Apr-2025	15-Apr-2025 17-Apr-2025
TURNER, BEKKI SUE	240411459 CITY OF MONETT V BEKKI SUE TURNER Charge: 1 27-Feb-2025 ORD578.0.Animal At Large Disposition: 04-Apr-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$50.50 and Court Cost Fine Amount: \$ 50.50	Order Date: 04-Apr-2025 Start Date: 04-Apr-2025	04-Apr-2025 04-Apr-2025
TWYFORD, CRYSTAL DAWN	240411521 CITY OF MONETT V CRYSTAL DAWN TWYFORD		

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JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
TWYFORD, CRYSTAL DAWN	240411521 CITY OF MONETT V CRYSTAL DAWN TWYFORD Charge: 1 11-Mar-2025 ORD301.0-Failed To Register Vehicle Disposition: 22-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 22-Apr-2025 Start Date: 22-Apr-2025 22-Apr-2025 23-Apr-2025	
TZIR CASTRO, NELSON	240411485 CITY OF MONETT V NELSON TZIR CASTRO Charge: 1 05-Mar-2025 ORD301.0-Failed To Register Vehicle Disposition: 29-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$60.50 and Court Costs. Fine Amount: \$ 60.50	Order Date: 29-Apr-2025 Start Date: 29-Apr-2025 29-Apr-2025 30-Apr-2025	
VALENTINE, ALCAPON	240410395 CITY OF MONETT V ALCAPON VALENTINE Charge: 1 20-Aug-2024 ORD301.0-Failed To Register Vehicle Disposition: 01-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 01-Apr-2025 Start Date: 01-Apr-2025 01-Apr-2025 03-Apr-2025	
VASQUEZ, GERSON	240411033 CITY OF MONETT V GERSON VASQUEZ Charge: 1 30-Nov-2024 ORD901.0-Nuisance Violation Disposition: 15-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 15-Apr-2025 Start Date: 15-Apr-2025 15-Apr-2025 17-Apr-2025	

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JUDGMENT/SENTENCE ACTIVITY DATE 01-Apr-2025 TO 30-Apr-2025

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
WEIGHTMAN, ROBERT EDWARD	230308443 CITY OF MONETT V ROBERT EDWARD WEIGHTMAN Charge: 1 01-Jun-2024 ORD302.0-Driving While Revoked Or Suspended Disposition: 15-Apr-2025 Guilty Plea Sentence or SIS: Incarceration Jail Length: 48 Hours Text: Count 1 - Defendant sentenced to 48 Hours Jail and Court Costs. Order Date: 15-Apr-2025 Start Date: 15-Apr-2025		15-Apr-2025 17-Apr-2025
WEIGHTMAN, ROBERT EDWARD	230308444 CITY OF MONETT V ROBERT EDWARD WEIGHTMAN Charge: 1 01-Jun-2024 ORD303.0-Oper Veh Without Maintaining Financial Responsibility Disposition: 15-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$120.50 and Court Costs. Fine Amount: \$ 120.50 Order Date: 15-Apr-2025 Start Date: 15-Apr-2025		15-Apr-2025 17-Apr-2025
WEIGHTMAN, ROBERT EDWARD	230308445 CITY OF MONETT V ROBERT EDWARD WEIGHTMAN Charge: 1 01-Jun-2024 ORD300.0-Miscellaneous Moving Violation Text: WINDOW TINT EXCEEDS 35% Disposition: 15-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$75.50 and Court Costs. Fine Amount: \$ 75.50 Order Date: 15-Apr-2025 Start Date: 15-Apr-2025		15-Apr-2025 17-Apr-2025
WILLIAMS, ZANDER T	240411490 CITY OF MONETT V ZANDER T WILLIAMS Charge: 1 05-Mar-2025 ORD301.0-Failed To Register Vehicle Disposition: 15-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50 Order Date: 15-Apr-2025 Start Date: 15-Apr-2025		15-Apr-2025 17-Apr-2025

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JUDGMENT/SENTENCE ACTIVITY DATE 01-Apr-2025 TO 30-Apr-2025

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
WILSON, DYLAN THOMAS	240411619 CITY OF MONETT V DYLAN THOMAS WILSON Charge: 1 31-Mar-2025 ORD300.0-Miscellaneous Moving Violation Text: FRONT WINDOW TINT Disposition: 28-Apr-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$60.50 and Court Cost Fine Amount: \$ 60.50 Order Date: 28-Apr-2025 Start Date: 28-Apr-2025		28-Apr-2025 28-Apr-2025
WOODWARD, ZACHARY ROSS	240411449 CITY OF MONETT V ZACHARY ROSS WOODWARD Charge: 1 28-Feb-2025 ORD301.0-Failed To Register Vehicle Text: TAGS EXP 05-23-23 Disposition: 22-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50 Order Date: 22-Apr-2025 Start Date: 22-Apr-2025		22-Apr-2025 22-Apr-2025
WORMINGTON-COX, AUDREE TAYLOR	240411406 CITY OF MONETT V AUDREE TAYLOR WORMINGTON-COX Charge: 1 20-Feb-2025 ORD301.0-Failed To Register Vehicle Disposition: 15-Apr-2025 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Length: 6 Months Text: Count 1 - Defendant granted SIS, 6 Months Probation and Court Costs. Program: PROBATION Classification: UNSUPERVISED Associated To: Charge 1 Start Date: 15-Apr-2025 Due to End: 15-Oct-2025 Order Date: 15-Apr-2025 Start Date: 15-Apr-2025		15-Apr-2025 16-Apr-2025
XIONG, YENG	240411502 CITY OF MONETT V YENG XIONG		Agency: MONETT MUNICIPAL DIVISION

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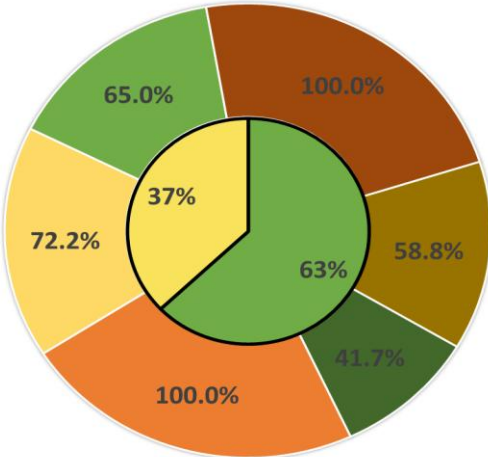
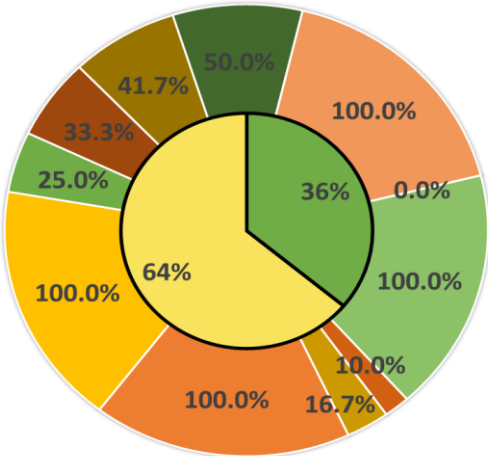
JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
XIONG, YENG	240411502 CITY OF MONETT V YENG XIONG Charge: 1 07-Mar-2025 ORD307.0-Defective Equipment Disposition: 08-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 08-Apr-2025 Start Date: 08-Apr-2025 	08-Apr-2025 09-Apr-2025
YOUNG, ROBERT M	240411350 CITY OF MONETT V ROBERT M YOUNG Charge: 1 10-Feb-2025 ORD574.0-Disorderly Conduct Disposition: 01-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	Order Date: 01-Apr-2025 Start Date: 01-Apr-2025 	01-Apr-2025 02-Apr-2025
ZAPETE HERNANDEZ, JUAN	240410892 CITY OF MONETT V JUAN ZAPETE HERNANDEZ Charge: 1 09-Nov-2024 ORD307.0-Defective Equipment Disposition: 08-Apr-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 08-Apr-2025 Start Date: 08-Apr-2025 	08-Apr-2025 09-Apr-2025

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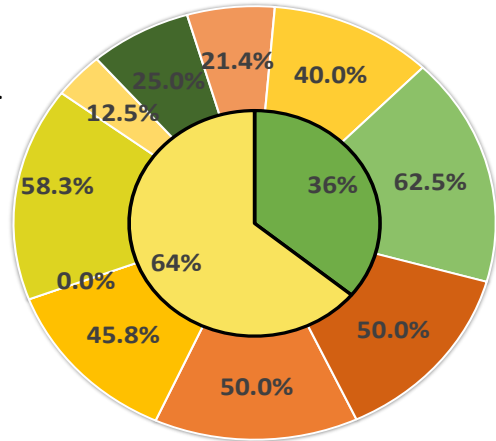
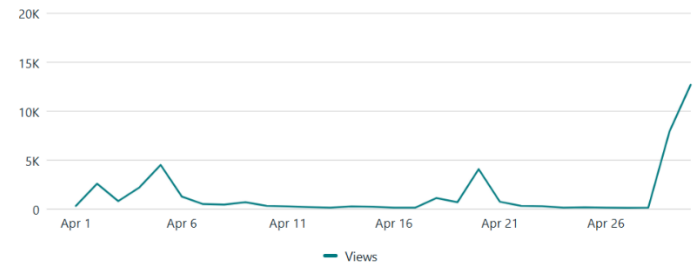
Monthly Report – Emergency Management
April 2025
David Compton, Director



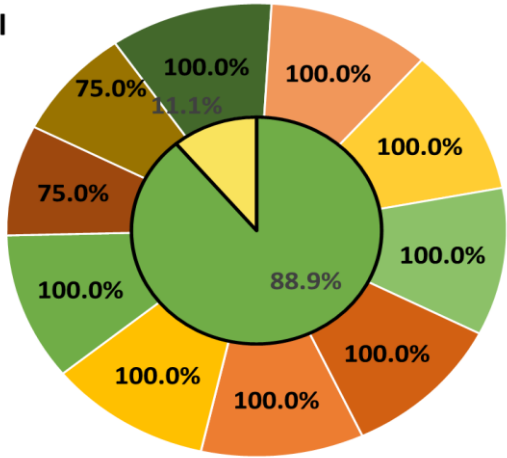
April 2025

Category	Description	Activity	Action Items	Performance																								
 Planning	Systematic process of developing strategic, operational, and/or tactical-level approaches to meet objectives.	04.01.2025 – First on Front Event Planning. 04.03.2025 – NWS Flooding Call. 04.10.2025 – Kelley Creek Monthly Mtg. 04.23.2025 – Kelley Creek Channel Mtg.	Continued planning meetings for 2025 community events. Event Action Plans being created for selected community events.	Planning - TEPW - External Collaboration - Internal Collaboration - RTTA - Flood Plain - NRCS - Flood Plain - NMSZ - Planning <table><thead><tr><th>Category</th><th>Value</th></tr></thead><tbody><tr><td>TEPW</td><td>100.0%</td></tr><tr><td>External Collaboration</td><td>72.2%</td></tr><tr><td>Internal Collaboration</td><td>65.0%</td></tr><tr><td>RTTA - Flood Plain</td><td>100.0%</td></tr><tr><td>NRCS - Flood Plain</td><td>58.8%</td></tr><tr><td>NMSZ - Planning</td><td>41.7%</td></tr></tbody></table>	Category	Value	TEPW	100.0%	External Collaboration	72.2%	Internal Collaboration	65.0%	RTTA - Flood Plain	100.0%	NRCS - Flood Plain	58.8%	NMSZ - Planning	41.7%										
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 Training & Exercises	Local, State, or Federal training to develop strategic, operational, and/or tactical-level competencies	04.14.2025 – Cyber IT/OT Briefing w/USACE.		Training/Exercises - SEMA/FEMA Rapid Needs Assessment - SEMA/FEMA Damage Assessment - Workshop - Discussion Based - Trainings - FEMA - Trainings - Cyber - Tabletop - Discussion / Community Based - Tabletop - Discussion / Department Based - Drill - Operations / Department Based - NWS Weather Spotter Class - Functional Exercise - Department Based - Monthly Siren Tests <table><thead><tr><th>Category</th><th>Value</th></tr></thead><tbody><tr><td>SEMA/FEMA Rapid Needs Assessment</td><td>100.0%</td></tr><tr><td>SEMA/FEMA Damage Assessment</td><td>100.0%</td></tr><tr><td>Workshop - Discussion Based</td><td>36%</td></tr><tr><td>Trainings - FEMA</td><td>0.0%</td></tr><tr><td>Trainings - Cyber</td><td>100.0%</td></tr><tr><td>Tabletop - Discussion / Community Based</td><td>50.0%</td></tr><tr><td>Tabletop - Discussion / Department Based</td><td>41.7%</td></tr><tr><td>Drill - Operations / Department Based</td><td>33.3%</td></tr><tr><td>NWS Weather Spotter Class</td><td>25.0%</td></tr><tr><td>Functional Exercise - Department Based</td><td>100.0%</td></tr><tr><td>Monthly Siren Tests</td><td>16.7%</td></tr></tbody></table>	Category	Value	SEMA/FEMA Rapid Needs Assessment	100.0%	SEMA/FEMA Damage Assessment	100.0%	Workshop - Discussion Based	36%	Trainings - FEMA	0.0%	Trainings - Cyber	100.0%	Tabletop - Discussion / Community Based	50.0%	Tabletop - Discussion / Department Based	41.7%	Drill - Operations / Department Based	33.3%	NWS Weather Spotter Class	25.0%	Functional Exercise - Department Based	100.0%	Monthly Siren Tests	16.7%
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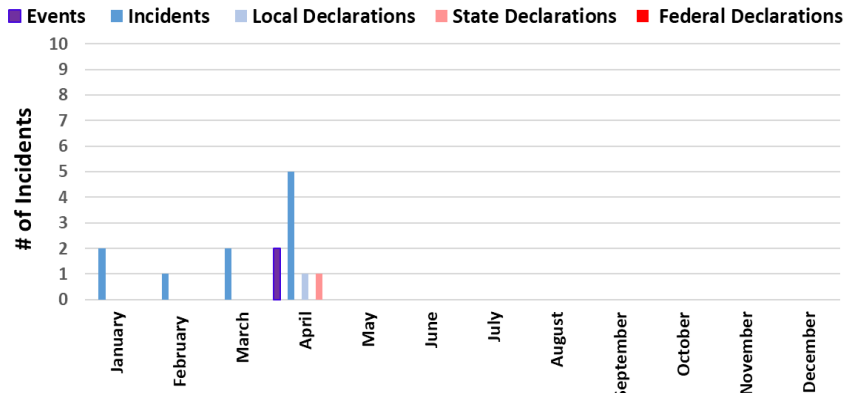
April 2025

Category	Description	Activity	Action Items	Performance
 Coordinating	Establish and maintain a coordinated engagement of stakeholders to support missions and capabilities.	04.03.2025 – Function Team Meeting. 04.03.2025 – Tech. Steering Committee. 04.07.2025 – Tech. Steering Committee. 04.09.2025 – SMESO mtg. hosted in Monett. 04.21.2025 – Tech. Steering Committee. 04.28.2025 – Tech. Steering Committee.	Sirens on order, delivery/install dates pending. Equipment on order, install date pending.	Coordinating 
 Public Information	Deliver coordinated, prompt, reliable, and actionable information to the community in a clear, consistent, accessible manner.	April Campaign executed: 29 Posts. - Severe Weather Notices. - Post Incident PSAs 43.7K Views 7.5K Reach 04.09.2025 – Monthly outdoor siren test.	May 2025 – Campaign Themes - Flood Prepared. - Summer Prepared. - Post incident PSAs. (English and Spanish-if available.) Additional Situational specific posts as needed.	Content overview Breakdown: Organic/ads All Posts Stories Reels Videos Live Views ● 43.7K ↑ 62.5% Reach ● 7.5K ↑ 93.9% 3-second views ● 212 ↓ 12.4% 1-minute views ● 0 ↓ 100% Content interactions ● 414 ↑ 64.3% Watch time ● 42m 56s  Views breakdown Apr 1 – Apr 30 Total 43,738 ↑ 62.5% From organic 100% 0% From ads 0% 0%

April 2025

Category	Description	Activity	Action Items	Performance
 Community	Engage the community to prepare, mitigate, prevent, and recover from incidents.	04.25.2025 – MeshNet /Comms planning w/ CoxMonett, ARES, LDS church. 04.22.2025 – Annual Outdoor Siren Maintenance. 04.23.2025 – Lawrence County COAD/EMA Meeting. 04.24.2025 – Barry County Chiefs Meeting.		
 Intergov't	Establish and maintain a coordinated engagement with government bodies.	04.23.2025 – DR-4490 close out sent to SEMA.		Intergovernmental - Annual EMPG Application - EMPG Application Negotiation - EMPG Application Approved - EMPG Quarter Status Report - EMPG Quarter Financial Report - CEPF Supplemental Grant Application - EMPG Supplemental Grant Application - HMEP Deed Restriction Inspections - DR-4490-MO Close Out - NWS WCO Meeting - NWS Products 

April 2025

Category	Description	Activity	Action Items	Performance																																																																														
 Incidents	Incidents that involved EMA assistance for preparation, mitigation, prevention, and/or recovery	04.01.2025 – Severe Storms/Flooding - EOC – Level 3 - No significant damage. 04.04.2025 – Flooding - EOC – Level 3 - No significant damage. 04.20.2025 – 2 Activations – Severe Storms/Flooding - EOC – Level 3 - No significant damage. 04.29.2025 – Severe Storms/Flooding - EOC – Level 2 - Significant damage. - Local/County Emergency Declared. - Initial PDA Complete.	2025 Events = 2 Incidents =10 Declarations Local = 1 State = 1 Federal = 0	Incidents-2025  <table><thead><tr><th>Month</th><th>Events</th><th>Incidents</th><th>Local Declarations</th><th>State Declarations</th><th>Federal Declarations</th></tr></thead><tbody><tr><td>January</td><td>0</td><td>2</td><td>0</td><td>0</td><td>0</td></tr><tr><td>February</td><td>0</td><td>1</td><td>0</td><td>0</td><td>0</td></tr><tr><td>March</td><td>0</td><td>2</td><td>0</td><td>0</td><td>0</td></tr><tr><td>April</td><td>2</td><td>5</td><td>1</td><td>1</td><td>0</td></tr><tr><td>May</td><td>0</td><td>0</td><td>0</td><td>0</td><td>0</td></tr><tr><td>June</td><td>0</td><td>0</td><td>0</td><td>0</td><td>0</td></tr><tr><td>July</td><td>0</td><td>0</td><td>0</td><td>0</td><td>0</td></tr><tr><td>August</td><td>0</td><td>0</td><td>0</td><td>0</td><td>0</td></tr><tr><td>September</td><td>0</td><td>0</td><td>0</td><td>0</td><td>0</td></tr><tr><td>October</td><td>0</td><td>0</td><td>0</td><td>0</td><td>0</td></tr><tr><td>November</td><td>0</td><td>0</td><td>0</td><td>0</td><td>0</td></tr><tr><td>December</td><td>0</td><td>0</td><td>0</td><td>0</td><td>0</td></tr></tbody></table>	Month	Events	Incidents	Local Declarations	State Declarations	Federal Declarations	January	0	2	0	0	0	February	0	1	0	0	0	March	0	2	0	0	0	April	2	5	1	1	0	May	0	0	0	0	0	June	0	0	0	0	0	July	0	0	0	0	0	August	0	0	0	0	0	September	0	0	0	0	0	October	0	0	0	0	0	November	0	0	0	0	0	December	0	0	0	0	0
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MONETT POLICE DEPARTMENT

1901 E. CLEVELAND AVE.

MONETT, Mo. 65708

GEORGE DAOUD, CHIEF OF POLICE

RE: MONTHLY REPORT FOR APRIL 2025

DISTRIBUTION: Chief Daoud, Capt. Camp, City Clerk McMillan, City Administrator Ary, Mayor Burke, Commissioner Indovina, Commissioner Gaspar

DATE PREPARED: May 5th, 2025

POLICE REPORTS GENERATED:

Calls for service:	1088
Offense Reports:	113 (Does not include GPRs)
Arrest Reports:	51
General Purpose Reports:	44 (Includes ACO GPRs)

ACCIDENT/ COLLISION INFORMATION:

Total number of collisions for the month 11

Total number of vehicles involved in collisions 21

Injury collisions for the month 3

Total number of vehicles damaged 19

Total number of persons injured 3

Private Property accidents reported on S.T.A.R.S. 0

Contacts:

Traffic Contacts	263
Ordinance Violations	36
	299

MONIES RECEIPTED IN BY THE MONETT POLICE DEPARTMENT:

Animal Control: \$ 490.00
Bonds: \$ 4157.26

ANIMAL CONTROL

GPR = 7
Offense = 5
Dogs Impounded = 15
Dogs to Humane Society = 0
Dogs to Animal Rescue = 0
Dogs to Owner = 10
Dogs Adopted = 6
Dogs to Vet = 0
Calls for the Month = 184

Investigation Stats for April 2025

<u>Investigator</u>	<u>Total Cases</u>	<u>Cases Closed</u>	<u>Case Open</u>
Det. Sgt. Landreth #310	6	3	3
Det. Brown #320	4	2	2
Det. Salazar #316	5	1	4
<u>Totals</u>	<u>15</u>	<u>6</u>	<u>9</u>

The totals above reflect cases from the month of April.

The following indicates cases closed in the month that were assigned in previous months:

	Closed
Det. Sgt. Landreth #310	5
Det. Brown #320	7
Det. Salazar #316	4
<u>Total</u>	<u>16</u>

The Criminal Investigations Division is currently actively investigating 141 cases. The oldest active case was assigned on 05-28-2022. The median age of these cases is 12 months.

SCHOOL RESOURCE/ PUBLIC INFORMATION DIVISION

March 2025 Report

Sergeant Jay Jastal

School Activities

- 1 Fight at high school
- 4 Felony assaults at school
- 1 Misdemeanor Assault at school
- 1 Rape reported at school between students
- 1 Child Abuse
- Reviewed 45 BARK Alerts
- 2 Incurrible students
- 1 Possession of drugs at high school
- 1 Possession of drugs at Middle School
- 3 Truancy issues
- Juvenile Court
- 1 DFS assists
- Lawrence County SO assist in regard to Sex offenders
- Medical faculty member at high school
- Prom
- Senior class meeting
- Attended Capstone
- Storm Emergency

Patrol/Investigations

- Child Abuse
- 5 assaults
- 1 Rape
- Storm assistance

Meetings

- Crime Stoppers
- State SRO board meeting
- HS/MMS attendance meetings
- SRO board meeting
- Psychiatrist meeting

Public Presentations

- Focus on the Future at Scott Tech.
- Opened FEMA shelter two times during storms

Training

- Human trafficking class

Volunteer Hours

- Youth 4 hours

May Events

May 2 First on Front

May 5 Senior Parade

May 9	Commencements
May 20	SRO Meeting
May 22	Last Day of School
May 22	DARE Graduation ST Lawrence

SRO Marvin McCracken

School Activities

- 47 Students contacted/counseled
- 0 Home visits
- Daily security checks/foot patrol MIS
- 15 Parent contacts
- 7 Meetings with Admin/Staff
- 2 Staff Attendance meetings
- 28 Student Attendance meetings
- 10 Calls for service
- 5 Staff assistance for additional support
- Extra Patrol of school campuses
- 0 Unsecure doors
- Weekly campus radio checks at MIS
- Camera checks
- 0 JO letters
- 12 D.A.R.E. lessons
- Assist Children's Division with hotline
- Celebration Rally
- 2 Camera reviews for various incidents
- Career on Wheels event
- Career Day at SRTC
- Prep for D.A.R.E. graduation
- D.A.R.E. Graduation
- Shelter in place for Tornado/Storm
- Motorist assist in parking lot
- Patrol/Investigations
- Prep for De-Escalation classes
- Drug Take Back at MJC
- Assist with storm response

Meetings

- 2 Attendance Staff
- 28 Attendance Students
- 1 SRO meeting with Sgt. Jastal, Snodgrass, and myself
- 7 Admin/Staff

Training

Lexipol training-Policy
Keep Kids Safe Online/Navigating Life in the Digital Age
Taught De-Escalation

Special Events

Career on Wheels event at MIS

Career Day at SRTC

D.A.R.E. Graduation

Drug Take Back at MJC

Attended the Keep Kids Safe Online/Navigating Life in the Digital Age meeting at Aurora High School

May Events

- Senior Caravan
- Parent Meeting
- Celebration Rally
- Combat Team assembly
- MHS Graduation
- Psych Evaluation
- Most Wanted at MIS
- Talent Show at PAC for MIS
- Healthy Kids Day at MIS

SRO Snodgrass

School Activities

- Multiple daily contacts with students
- Took two students to the tooth truck
- Daily foot patrol at MECC
- Weekly attendance meetings
- Meeting with Mrs. Roderman regarding safety issues
- Patrol bus stops and MECC exterior campus
- Home visits regarding attendance issues
- 16 DARE lessons given to Pre K, and Kindergarten
- Attendance referrals to Juvenile Office
- DARE lessons at MIS
- DFS hot line investigation
- DARE graduation at MIS
- Spring Fling at MECC

Patrol

- Assist patrol when available
- Extra patrol at MES

Meetings

- Weekly attendance meeting
- Monthly supervisor meeting review

Training

- Lexipol
- KnowBe4 training
- Courage to report bulletins
- Raptor Technologies School Safety

- Domestic Sex Trafficking of Minors

Special Event

- Pre-K school screenings
- Family Night at MECC

May Events

- BOE meeting
- Senior Parade
- Baccalaureate
- High School graduation

Monett Police Department

1901 E Cleveland Ave., Monett, MO 65708

Offense Charges Stats by Month and YTD

April 2025

Offense	Month	Current YTD	Previous YTD	Change
12 HOUR HOLD	1	7	4	3
48 HOUR SENTENCE	0	5	5	0
ABUSE OF CHILD	2	3	1	2
AFFRAYS	2	2	2	0
AIL TO YIELD TO AN EMERGENCY VEHICLE SOUNDING SIREN AND DISPLAYING RED/BLUE LIGHT	1	1	0	1
ANIMAL ABUSE & NEGLECT (O)	0	1	2	-1
ASSAULT (O)	1	5	6	-1
ASSAULT - 3RD DEGREE	2	3	1	2
ASSAULT ON LAW ENFORCEMENT (O)	1	2	0	2
ASSAULT-DOMESTIC (O)	3	9	8	1
BURGLARY 1ST DEG	1	2	5	-3
BURGLARY 2ND DEG	2	6	11	-5
CARELESS AND IMPRUDENT DRIVING (O)	0	1	4	-3
CHILD MOLESTATION - 3RD DEGREE	0	0	1	-1
CONCEALING A FELONY	0	0	1	-1
DANGEROUS DOG OR OTHER ANIMAL (O)	1	2	0	2
DELIVERY OF CONTROLLED SUBSTANCE EXCEPT 35 GRAMS OR LESS	0	0	1	-1
DELIVERY/POSSESSION CONTROLLED SUB IN JAIL	0	3	1	2
DISORDERLY CONDUCT	4	21	12	9
DOG BITE	3	6	2	4
DOG RUNNING AT LARGE	1	9	4	5
DOMESTIC ASSAULT - 3RD DEGREE	1	3	0	3
DOMESTIC ASSAULT 1ST DEGREE	0	1	2	-1
DRIVING WHILE REVOKED (O)	7	22	22	0
DRIVING WHILE SUSPENDED (O)	2	19	11	8
DRIVING WHILE SUSPENDED / REVOKED 1ST OFFENSE	1	4	0	4
DWI (M)	0	1	1	0
DWI (O)	2	16	23	-7
DWI-DRUG INTOXICATION	1	3	2	1
DWI-HABITUAL	1	1	0	1
ENDANGERING THE WELFARE OF A CHILD (O)	0	4	3	1
ENDANGERING WELFARE OF A CHILD-1ST DEGREE	0	2	5	-3

Offense	Month	Current YTD	Previous YTD	Change
FAILED TO REGISTER AS A SEX OFFENDER	0	0	1	-1
FORGERY	1	3	1	2
FOUND PROPERTY	2	14	10	4
FUGITIVE FROM OUT OF STATE (F)	0	4	1	3
GPR - 96 HOUR	0	0	5	-5
GPR - DOMESTIC DISTURBANCE	4	21	29	-8
GPR - INFORMATION	27	72	81	-9
GPR - NOTICE OF TRESPASS	0	1	1	0
GPR-AGENCY ASSIST	3	17	18	-1
GPR-HOTLINE REFERRAL	1	5	5	0
GPR-STRAY DOG	7	36	41	-5
GPR-TOWED VEHICLE	2	3	3	0
HARASSMENT - 1ST DEGREE	0	3	2	1
HARASSMENT BY PHONE (O)	1	2	1	1
HARASSMENT-OTHER THAN PHONE (O)	1	4	3	1
INCORRIGIBLE JUVENILE	1	4	11	-7
LEAVING SCENE OF ACCIDENT - PROPERTY DAMAGE EXCEEDING \$1,000	0	2	3	-1
LEAVING THE SCENE OF A MOTOR VEHICLE ACCIDENT (O)	1	6	4	2
MISSING PERSON	1	2	3	-1
NO VALID OPERATORS LICENSE (O)	17	62	67	-5
OBSTRUCTING A POLICE OFFICER	1	5	2	3
PEACE DISTURBANCE (O)	1	2	0	2
PERSONAL CONDUCT WHILE IN PARKS GENERALLY (O)	1	1	0	1
POSS OF MARIJUANA (O)	1	3	0	3
POSS OF MARIJUANA U/35G	0	0	1	-1
POSSESS CONTROL SUBSTANCE	4	17	9	8
POSSESSION OF DRUG PARAPHERNALIA (F)	2	12	7	5
POSSESSION OF MARIJUANA/SYNTHETIC CANNABINOID OF 10 GRAMS OR LESS	0	0	1	-1
PROPERTY DAMAGE (O)	1	12	8	4
PROPERTY DAMAGE 1ST DEGREE	2	10	5	5
RAPE OR ATTEMPTED RAPE - 1ST DEGREE	1	2	0	2
RECKLESS BURNING OR EXPLODING (O)	0	0	1	-1
RESISTING ARREST/DETENTION/STOP BY FLEEING	0	0	1	-1
RESISTING OR INTERFERING WITH ARREST (O)	2	7	5	2
RESISTING/INTERFERING WITH ARREST FOR A FELONY	0	3	4	-1
SEX OFFENDER PHYSICALLY PRESENT/LOITER WITHIN	1	2	0	2

Offense	Month	Current YTD	Previous YTD	Change
500 FEET OF PARK W/ PLAYGROUND/POOL/MUSEUM				
STATUTORY RAPE OR ATTEMPT 1ST DEGREE PERSON LESS THAN 14 YOA	0	0	1	-1
STATUTORY SODOMY OR ATTEMPT 1ST DEGREE PERSON LESS THAN 14 YOA	0	1	1	0
STEALING (F)	4	13	14	-1
STEALING (M)	2	7	6	1
STEALING (O)	11	55	25	30
STEALING - 4TH OR SUBSEQUENT STEALING OFFENSE WITHIN 10 YEARS	0	0	3	-3
STEALING - MOTOR VEHICLE	1	5	3	2
TRESPASS 1ST (O)	1	2	1	1
TRESPASS NOTICE	5	16	9	7
UNATTENDED DEATH	0	8	2	6
UNLAWFUL POSSESSION OF DRUG PARAPHERNALIA	1	1	0	1
VIOLATION OF ORDER OF PROTECTION FOR ADULT - 1ST OFFENSE	0	1	4	-3
VOID	0	1	1	0
WARRANT ARREST-MONETT	17	64	54	10
WARRANT ARREST-OTHER AGENCY	6	42	39	3
Totals:	174	717	637	80



PUBLIC WORKS

MONTHLY REPORT

April 2025



PUBLIC WORKS

MONTHLY REPORT

CEMETERY CREW

- Four funerals total: Three cremations and one full size. All four managed by different funeral homes. One each; Bennett-Wormington-Monett, White-Cassville, Walnut Lawn-Springfield, and one private-family.
- One of the weekday funerals ran over working hours by two hours.
- No grave plots were sold during the month.
- Flowers planted at the entrance to I.O.O.F. in the flower bed.
- Above average grave maintenance due to the heavy rains.
- Full time mowing routine has begun: I.O.O.F., Oakdale, Cox, then twelve outside lots, repeat.
- Outside lots mentioned above: Entrance to Bridgeport/Kay edition, lot on Myrtle, 6TH and Boadway, lot at 8TH and Kelly Creek, northwest end of Centennial Bridge, lot behind Fancy Dining and Sushi restaurant, Recycle areas, two lots 8TH and Benton, drainage area Twin Hills, lot at 1537 N. 4TH (old Cemetery maintenance building location), water tower lot at I.O.O.F.
- Guardrails sprayed on Eisenhower bridge, Centennial bridge, 9TH St., 10TH St., Roosevelt, and Chapell Drive.
- Compost area sprayed.
- The City Hall parking lot trimmed and sprayed.
- Ditch running from Cale to Logan trimmed.
- After the storm on the 29TH the crew helped cut and clear downed trees from roadways.
- On the 30TH Keith and his crew helped South Park cut and pile downed trees in the park.

OUTLOOK

- Looking ahead, Crew is already preparing for the upcoming Memorial Day.

SOUTH PARK CREW

- The crew has reinstalled the front valley fountain.
- Full fledged mowing season is here along with weed eating.

- Kevin's crew assembled the stage for Food Truck Friday on April 11TH and removed the following Monday.
- Goals installed on two of the soccer fields and anchored (netting repaired as needed).
- Crew set up for Karen's (Animal Control) Dog Shots at the Park event. Kevin said he was told that they serviced over 100 dogs!
- Pond moss has begun to be treated with algaecide.
- Kevin Harper has sanded all the tables at the Pavilion to remove stains, and graffiti.
- The South Park crew is absolutely crushed after the storm on the 29TH! So much effort was put into cleaning up the park after last year's tornado in May and now they/we (the entire community) are back to square one again. The park lost over forty trees and others sustained damage that will necessitate their removal for safety.

OUTLOOK

- Kevin and his guys will inevitably get the park cleaned up again, we will dig up stumps again, we will grind stumps again, we will plant trees again, we will do our best to keep Monett's jewel of a park beautiful.

NORTH PARK SPORTS COMPLEX

- The crew is mowing. Larry states "lots of mowing" along with picking up trash, weed eating, cleaning restrooms, and daily field grooming.
- Spraying for broadleaf control on and around fields.
- Lost a couple of tournaments due to weather.
- Cleaning up trees and limbs from the storm.
- MYBSL season has begun.
- MJH ball season ends on May 3RD.

OUTLOOK

- A tournament is scheduled for every Saturday in May.

SANITATION CREW

- The Sanitation crew continues with the constant collection of the city's solid waste.
- Old trash truck 42 (2010 International chassis with a Wayne rear-loader bed- 93,010 miles, and 9,438 hours) was sold at auction.

OUTLOOK

- The Sanitation crew continues their exemplary customer service day in and day out!

RECYCLE CREW

- Reynaldo and Timothy continue to take care of the city's and the surrounding area's recyclables.
- We still operate our HHW RE-USE Facility on Friday's from 2:30 PM – 3:15 PM

OUTLOOK

- Continued success in the operation of our Recycle center.

STREET CREW

- Dustin and his crew installed the new monitors at the Casino.
- The April brush route was completed in time for the storm on the 29TH.
- New concrete drive approach installed in front of SRC Automotive on 14TH St.
- Pad made for ocean cargo container at the Mechanics shop.
- Storm sewer repair behind Dream Casa Real Estate/ Barry-Lawrence Ambulance District.
- Assist with stage set-up and tear down for Food Truck Friday.
- Crack Sealing as weather has allowed.
- Matt has begun Right-of-Way mowing.

OUTLOOK

- The first two weeks of May is City Wide Clean-up.
- Concentrated effort to begin City Wide brush, tree, pick-up from the storm (I am anticipating 4 -6 weeks for this operation).

CASINO, PAVILION, COMMUNITY BUILDING (FEMA SHELTER)

- The Casino maintains a 66% rental rate in April (same as March).
- The Community building saw three rentals during April.
- The Pavilion saw it's first event in April with the Food Truck Friday campaign beginning.
- The Splash Pad remains in hibernation mode.

OUTLOOK

- Dave Compton is working towards getting the automatic door opening system working again at the FEMA shelter on Marshall Hill, so it automatically opens with storm siren activation.